



राष्ट्रीय मात्स्यिकी विकास बोर्ड National Fisheries Development Board

मत्स्यपालन विभाग/Department of Fisheries

मत्स्यपालन, पशुपालन और डेयरी मंत्रालय /Ministry of Fisheries, Animal Husbandry & Dairying
भारत सरकार /Government of India

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NFDB/ Division I/Mulapolam Land Development/2020-21

Date: 19.09.2022

Amendment

To

Tender Notice: NFDB/Division I/Mulapolam Land Development/2020-2021, Dt. 19-08-2022,
Tender ID: 2022_DADF_707474_1

After due consideration of the queries raised by prospective bidders by email and during the pre-bid meeting, the Competent Authority has approved the following amendments to the Request for Proposal (RFP) on 'O&M' of Phase-1 and 'DBFOT' of Phase-2 of the 'Integrated Coastal Aquaculture Facilities' Mulapolam Village, Srikakulam District, Andhra Pradesh in PPP Mode.

The bidders are advised to take into account the following amendments/additions before submission of their bids against this tender. If any bidder has already submitted his/her bid, then he/she should resubmit his/her bid taking into account following amendment/ additions.

Date: 19.09.2022
Place: Hyderabad

Executive Director (Tech)
National Fisheries Development Board



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AMENDMENT TO THE 'REQUEST FOR PROPOSAL' (RFP) FOR 'O&M' OF PHASE-1 AND 'DBFOT' OF PHASE-2 OF THE 'COASTAL AQUACULTURE FACILITIES' PROJECT AT MULAPOLAM VILLAGE, SRIKAKULAM DISTRICT, ANDHRA PRADESH IN PPP MODE.

Sl.No.	Subject	Clause Reference	Clause as mentioned in RFP	Revised Clause
1.	Payment of Royalty	Section I – Instruction to Bidders 1. Letter of Invitation Page No. 7	ix.The Scope of Work of the said Concessionaire will broadly include 'Operation & Management' (O&M) of the Phase-1 and Design, Build, Finance, Operate & Transfer (DBFOT) of the Phase-2 of the 'Coastal Aquaculture Facilities' on ' Buyback of the Output ' basis for an initial period of 6 Years including the implementation period by the Authority from the Concessionaire and subsequently on payment of ' Royalty ' to the Authority by the Concessionaire from 7th Year onwards and Transfer of the 'Project Facilities' to NFDB at the end of the Concession Period as per the terms of this RFP and the Concession Agreement.	<i>The Clause shall be read as below:</i> ix. The Scope of Work of the said Concessionaire will broadly include 'Operation & Management' (O&M) of the Phase-1 and Design, Build, Finance, Operate & Transfer (DBFOT) of the Phase-2 of the 'Coastal Aquaculture Facilities' and Transfer of the 'Project Facilities' to NFDB at the end of the Concession Period as per the terms of this RFP and the Draft Concession Agreement. The Concession would be on the basis of ' Buyback of the Output ' commitment by the Authority, for the first 6 Years of the contract, including the Construction Period, and on payment of ' Royalty ' to the Authority by the Concessionaire during the entire Concession Period, as defined in the Draft Concession Agreement.
2.	MDOs of Phase 2	Section I – Instruction to Bidders 2. Bid Summary <u>S. No. 13. Minimum Development Obligations (MDOs) Proposed by the NFDB for the 'Private Bidding Entity' in Two (2) Phases.</u>	Phase-2 1. Development and Operation & Management of the following 'Coastal Aquaculture Facilities' by the 'Private Bidding Entity' - <ul style="list-style-type: none"> • Multi Species Marine Fin Fish Hatchery Complex. • Mud Crab Hatchery Complex. • Scampi / Shrimp Hatchery Complex. • Polychaetae Production Facility. • Nursery Ponds (3 Units) • Grow-out Earthen Ponds (3 Blocks – 	<i>The Clause shall be read as below:</i> Phase-2 1. Development and Operation & Management of the following 'Coastal Aquaculture Facilities' by the 'Private Bidding Entity' - <ul style="list-style-type: none"> • Multi Species Marine Fin Fish Hatchery Complex (2 Units) • Mud Crab Hatchery Complex (2 Units). • Scampi / Shrimp Hatchery Complex (2 Units). • Polychaetae Production Facility. • Nursery Ponds (4 Units)

Sl.No.	Subject	Clause Reference	Clause as mentioned in RFP	Revised Clause
		Page No. 16 <u>4.2.6 Minimum Development Obligations (MDOs)</u> Page No. 34	C, D & E). <i>(To be Deleted)</i> <ul style="list-style-type: none"> Reservoir Earthen Ponds 2 Nos. Raw Water Circular Reservoir 3 Nos. Additional Water Supply Facilities for Phase-2 Area. Additional ETP-2. External Electrical Works & Transformers 4 Nos. Additional Roads, Parking, Landscaping, Gardens & Greenbelt. 	<ul style="list-style-type: none"> Raw Water Circular Reservoir (6 Units) . Additional Water Supply Facilities for Phase-2 Area. Additional ETP-2. External Electrical Works & Transformers 4 Nos. Compound Wall, Additional Roads, Parking, Landscaping, Gardens & Greenbelt.
3.		Clause 4.2.6 Minimum Development Obligations (MDOs) Page No. 34	<p>Phase 1</p> <p>3. Thereafter, from 7th Year onwards, during the course of rest of the Concession Period until the expiry of the Concession Period (9 Years + 15 Years as Applicable) or an early termination of the Agreement, the Concessionaire may 'Market' the 'Output' directly to the 'End Users' and pay the specified 'Royalty' to the Authority.</p> <p>Phase 2</p> <p>4. Thereafter, from 7th Year onwards, during the course of rest of the Concession Period until the expiry of the Concession Period (9 Years + 15 Years as Applicable) or an early termination of the Agreement, the Concessionaire may 'Market' the 'Output' directly to the 'End Users' and pay the specified 'Royalty' to the Authority.</p>	<p><i>These Clauses shall be read as below:</i></p> <p>Phase 1</p> <p>3. The Concessionaire shall pay Royalty to the Authority towards the sale of output produced from hatcheries, nurseries, grow-out ponds or in any manner whatsoever within the Project Facility beyond the Benchmarked Output in the first 6 years of the Concession Period and 100% of the output, excluding the output purchased by NFDB, for the rest of the Concession Period.</p> <p>Phase 2</p> <p>4. The Concessionaire shall pay Royalty to the Authority towards the sale of output produced from hatcheries, nurseries, grow-out ponds or in any manner whatsoever within the Project Facility beyond the Benchmarked Output in the first 6 years of the Concession Period and 100% of the output, excluding the output purchased by NFDB, for the rest of the Concession Period.</p>

Sl.No.	Subject	Clause Reference	Clause as mentioned in RFP	Revised Clause
4.	Financial Eligibility Criteria	<u>Section I - Instruction to Bidders</u> 2. Bid Summary <u>S. No 29.</u> Financial Criteria of Applicant / Bidder Page No.20 And Clause 4.5.7 Financial Capability Page No.45	The Applicant / Bidder or Lead Member of the Bidding Consortium shall have the following Financial Eligibility Criteria: (a) The 'Applicant' should have an 'Average Annual Turnover' of Rs.24.00 Crores (Rupees Twenty Four Crores Only) in the last 'Five (5) Financial Years', as per their Audited Annual Reports; (OR) (b) The 'Applicant' should have a 'Net-worth' of 'Rs.24.00 Crores (Rupees Twenty Four Crores Only),as per their latest Audited Annual Reports for the Financial Year 2021-22.	<i>The Clause shall be read as below:</i> The Applicant / Bidder or Any One Member of the Bidding Consortium shall have the following Financial Eligibility Criteria: (a) The 'Applicant' should have an 'Average Annual Turnover' of Rs.24.00 Crores (Rupees Twenty Four Crores Only) in the last 'Five (5) Financial Years', as per their Audited Annual Reports; (OR) (b) The 'Applicant' should have a 'Net-worth' of 'Rs.24.00 Crores (Rupees Twenty Four Crores Only),as per their latest Audited Annual Reports for the Financial Year 2021-22.
5.	Special Conditions for Bidding Consortium (if any)	<u>Section I - Instruction to Bidders</u> 2. Bid Summary <u>S. No .31.</u> Special Conditions for Bidding Consortium (if any) Page No.20	2. The above Financial criteria shall apply to the Consortium, as a whole, and the lead member shall fulfil a minimum of 100% of the financial criteria and can utilize the criteria of his affiliates.	<i>The Clause shall be read as below:</i> 2. The above Financial Criteria shall apply to the Consortium, as a whole, and Any One Member of the Consortium shall fulfil a minimum of 100% of the Financial Criteria and can utilize the criteria of his affiliates.

Sl.No.	Subject	Clause Reference	Clause as mentioned in RFP	Revised Clause
6.	Buy-back Agreement with the Authority	<p><u>Section I - Instruction to Bidders</u> 2. Bid Summary <u>S. No 35. Buy-back of the Output by the Authority</u> Page No.21</p> <p>And</p> <p>Section III – Draft Concession Agreement Section 8.3 Buy-back Agreement with the Authority Page No. 58</p>	<p>Section I (2. Bid Summary – S.No. 35)Thereafter, from 7th Year onwards, during the course of rest of the Concession Period until the expiry of the Concession Period (9 Years + 15 Years as Applicable) or an early termination of the Agreement, the Concessionaire may ‘Market’ the ‘Output’ directly to the ‘End Users’ and pay the specified ‘Royalty’ to the Authority</p> <p>Section III 8.3.8 Thereafter, from 7th Year onwards, during the course of rest of the Concession Period until the expiry of the Concession Period (9 Years + 15 Years as Applicable) or an early termination of the Agreement, the Concessionaire may ‘Market’ the ‘Output’ directly to the ‘End Users’ and pay the specified ‘Royalty’ to the Authority.</p>	<p><i>The Clause shall be read as below:</i></p> <p>8.3.8 The Concessionaire shall pay Royalty to the Authority on the total Sale Proceeds, throughout the Concession Period.</p>
7.	Royalty to NFDB	<p><u>Section I - Instruction to Bidders</u> 2. Bid Summary <u>S. No 36. Payment of Royalty to the Authority</u> Page No.22</p>	<p>After the completion of Buy-back Agreement with the Authority for an initial period of Six (6) Years including the implementation period, the payment of ‘Royalty’ to the Authority’ shall commence from 7th Year onwards on the ‘Total Sale Proceeds’ from the ‘Direct Marketing’ of ‘Benchmarked’ Output to the ‘End Users’ for rest of the ‘Concession Period’. The ‘Royalty to the Authority’</p>	<p><i>The Clause shall be read as below:</i></p> <p>“The payment of ‘Royalty’ to the Authority’ shall be 10% of the total ‘Sale Proceeds’ throughout the Concession Period.”</p>

Sl.No.	Subject	Clause Reference	Clause as mentioned in RFP	Revised Clause
		Section III – Draft Concession Agreement 8.4.2. Payment of Royalty Page No. 59	shall be 15% of the total ‘Sale Proceeds’ from the ‘Benchmarked Output’ of all the Species from the ‘Project Facility’. The ‘Benchmarked Output’ from the ‘Project Facility’ shall consist of ‘Fry & Fingerlings’ and ‘Marketable Size’ from ‘Grow-out Ponds of all the ‘Species’ produced in the Nurseries, Hatcheries & Grow-out Ponds. The Concessionaire shall pay the ‘Royalty’ to the Authority for the ‘Marketable Size’ from the ‘Grow-out Ponds’ of Phase-1 during the initial period of Six (6) Years including the implementation period.	
8.	Definition of “Royalty”	Section I - Instruction <u>to Bidders</u> 3.1 Definitions Page No. 31 And Section III – Draft Concession Agreement Section 1.1 Page No. 16	Definition of “Royalty”	<i>The definition shall be read as below:</i> “Royalty” shall mean the amount payable by the Concessionaire to the Authority computed @ 10% of the total ‘Sale Proceeds’ ;
9.	Definition of “Sale Proceeds”	Section I - Instruction <u>to Bidders</u> 3.1 Definitions Page No. 31 And Section III – Draft	Definition of “Sale Proceeds”	<i>The definition shall be read as below:</i> ‘Sale Proceeds’ shall mean annual gross revenues in whatever form earned, accrued, or in any other form received by the Concessionaire from the Project through the sale of any output produced each year from hatcheries, nurseries, grow-out ponds or in any manner whatsoever within the ‘Project Facility’,

Sl.No.	Subject	Clause Reference	Clause as mentioned in RFP	Revised Clause
		Concession Agreement Section 1.1 Definitions Page No. 16		beyond the Benchmarked Output in the first six years of the Concession Period and 100% of the annual output, excluding the output purchased by NFDB, for the rest of the Concession Period;
10.	Specified Capacities & Outputs	Section I - Instruction to Bidders 4. General Information and Instructions 4.2.7 Specified Capacities & Outputs from the 'Integrated Coastal Aquaculture Facilities' at Mulapolam Page No.35 And Section IV – Project Information Memorandum 2.5.2 Nursery Complexes Page No. 14 & 18	<u>4.2.7 Specified Capacities & Outputs from the 'Integrated Coastal Aquaculture Facilities' at Mulapolam Phase 1 & 2</u> B. Nursery Complexes	<u>4.2.7 Specified Capacities & Outputs from the 'Integrated Coastal Aquaculture Facilities' at Mulapolam Phase 1 & 2</u> B. Nursery Complexes <i>This Table shall be read as provided in the "Annexure 1" of this 'Amendment to RFP'.</i>
11.	Special Conditions for a Consortium	Section I - Instruction to Bidders 4.5.11 Special Conditions for a Consortium Page No.46	(a) i. The Lead Member shall fulfil 100% of the Financial Criteria as mentioned above.	<i>The Clause shall be read as below:</i> (a) i. Any One Member of the Consortium shall fulfil 100% of the Financial Criteria as mentioned above.

Sl.No.	Subject	Clause Reference	Clause as mentioned in RFP	Revised Clause
12.	Financial Qualifications (to meet the Eligibility Criteria)	<u>Section I - Instruction to Bidders</u> 6.2.2 Financial Qualifications (to meet the Eligibility Criteria) Page No.57	Financial Qualifications (to meet the Eligibility Criteria) (b) The Bidders shall be required to submit Audited Annual Accounts of Single Entity or Lead Member of the Consortium (whose financials have been taken into account to meet financial eligibility criteria) for past five financial Years before the Application Due Date in support to the above, as attachments to the Appendix B2 , Section II, of this RFP. (Or) (c) The Bidders (Single Entity or Lead Member of the Consortium (whose financials have been taken into account to meet financial eligibility criteria) shall be required to submit Net Worth Details in the preceding Financial Year before the Application Due Date (As on 31st March 2022) as per the Audited Annual Report.	<i>The Clause shall be read as below:</i> Financial Qualifications (to meet the Eligibility Criteria) (b) The Bidders shall be required to submit Audited Annual Accounts of Single Entity or Any One Member of the Consortium (whose financials have been taken into account to meet financial eligibility criteria) for past five financial Years before the Application Due Date in support to the above, as attachments to the Appendix B2, Section II, of this RFP. (Or) (c) The Bidders (Single Entity or Any One Member of the Consortium (whose financials have been taken into account to meet financial eligibility criteria) shall be required to submit Net Worth Details in the preceding Financial Year before the Application Due Date (As on 31st March 2022) as per the Audited Annual Report.
13.	Royalty Payment	<u>Section I - Instruction to Bidders</u> 8.7 Buy-back Agreement with the Authority Page No. 68	8.7.8 Thereafter, from 7th Year onwards, during the course of rest of the Concession Period until the expiry of the Concession Period (9 Years + 15 Years as Applicable) or an early termination of the Agreement, the Concessionaire may 'Market' the 'Output' directly to the 'End Users' and pay the specified 'Royalty' to the Authority.	<i>The Clause shall be read as below:</i> 8.7.8 The Concessionaire shall pay Royalty to the Authority towards the sale of the output produced from hatcheries, nurseries, grow-out ponds or in any manner whatsoever within the Project Facility beyond the Benchmarked Output in the first 6 years of the Concession Period and 100% of the output for the rest of the Concession Period.

Sl.No.	Subject	Clause Reference	Clause as mentioned in RFP	Revised Clause
14.	Payment of Royalty	<p><u>Section I - Instruction to Bidders</u> 8.11 Payment of Royalty Page No. 69</p> <p>And</p> <p>Section III - Draft Concession Agreement Section 8.4.2 Payment of Royalty Page No. 59</p>	<p>8.11 “Payment of Royalty” After the completion of Buy-back Agreement for an initial period of Six (6) Years including the implementation period, in case NFDB does not exercise the option to ‘Buy-back the Output’ from 7th Year onwards, the payment of ‘Royalty to the Authority’ shall commence from 7th Year onwards on the ‘Total Sale Proceeds’ from ‘Direct Marketing’ of ‘Bench-marked’ Output of ‘Fry & Fingerlings’ and ‘Marketable Size’ from ‘Grow-out Ponds’ to the ‘End Users’, until the expiry of the Concession Period or early termination of the Agreement.</p> <p>8.4.2.a. “Payment of Royalty” In consideration of the grant of the Concession provided NFDB does not exercise the first right for Buy-back beyond initial 6 years, effective from the commencement of Seventh (7th) year of agreement date and throughout the balance Concession Period, the Concessionaire shall in accordance with the provisions hereof, pay to the Grantor Royalty, which shall be 15% of the total ‘Sale Proceeds’ from the ‘Benchmarked Output’ of all the Species from the ‘Project Facility’. For avoidance of doubt, ‘Benchmarked Output’ from the ‘Project Facility’ shall consist of ‘Fry & Fingerlings’ and ‘Marketable Size’ from ‘Grow-out Ponds of all the ‘Species’ produced in the Nurseries, Hatcheries & Grow-out Ponds.</p>	<p>“Payment of Royalty” Clauses shall be read as below:</p> <p>8.11 “Payment of Royalty” The Concessionaire shall in accordance with the provisions hereof, pay to the Grantor/Authority a Royalty, which shall be 10% of the total ‘Sale Proceeds’.</p> <p>8.4.2.a. “Payment of Royalty” The Concessionaire shall in accordance with the provisions hereof, pay to the Grantor/Authority a Royalty, which shall be 10% of the total ‘Sale Proceeds’.</p>

Sl.No.	Subject	Clause Reference	Clause as mentioned in RFP	Revised Clause
15.	Shareholding in SPC	<u>Section II – Formats for Bid Submission</u> <u>Appendix A6: Format of Consortium Agreement</u> <u>Shareholding in the SPC</u> <u>Page No. 17</u>	<p>a. The Parties together shall be required to hold an equity shareholding of at least 51% of the paid up and subscribed equity of the Concessionaire until ten years from the date of execution of the Concession Agreement. The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPC shall, at all times till the tenth anniversary of the date of execution of the Concession Agreement, be held by the Parties of the First Part (Lead Member) whose financials have been reckoned for the purposes of qualification and short-listing of Applicants for participation in the Bid Stage for award of the Project.</p>	<p><i>The Clause shall be read as below:</i></p> <p>b. The Parties together shall be required to hold an equity shareholding of at least 51% of the paid up and subscribed equity of the Concessionaire until ten years from the date of execution of the Concession Agreement. The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPC shall, at all times till the tenth anniversary of the date of execution of the Concession Agreement, be held by the Parties of the First Part (Any One Member of the Consortium) whose technical & financials have been reckoned for the purposes of qualification and short-listing of Applicants for participation in the Bid Stage for award of the Project.</p>

Sl.No.	Subject	Clause Reference	Clause as mentioned in RFP	Revised Clause
16.	Shareholding Lock-in	Section III – Draft Concession Agreement: Article 5 <u>Section 5.2.1 Shareholding Lock-in</u> Page No. 38	The Preferred Bidder/Consortium, as a whole, shall hold a minimum of 51% of the paid-up equity share capital of the Concessionaire at all times during the period up till the Tenth (10 th) Anniversary of the Execution Date (“ Lock-in Period ”). In case of Preferred Bidder being a Consortium, the Lead Member (M/s_XXXX) or other constituent member of the Consortium (whose experience and/or technical capacities have been taken into consideration for the purposes of the evaluation of the Bid of the Preferred Bidder), shall individually hold at least 26% of the paid-up equity share capital of the Concessionaire during the Lock-in-Period.	The Clause shall be read as below: The Preferred Bidder/Consortium, as a whole, shall hold a minimum of 51% of the paid-up equity share capital of the Concessionaire at all times during the period up till the Tenth (10 th) Anniversary of the Execution Date (“ Lock-in Period ”). In case of Preferred Bidder being a Consortium, the Lead Member (M/s_XXXX) or other constituent member of the Consortium (whose experience and/or technical / financial capacities have been taken into consideration for the purposes of the evaluation of the Bid of the Preferred Bidder), shall individually hold at least 26% of the paid-up equity share capital of the Concessionaire during the Lock-in-Period.
17.	Mortgage Rights on the Facilities to be Developed	Section III – Draft Concession Agreement: Article 8 <u>Section 8.1 Financing for Project</u> Page No. 54		<u>Note the Additional Clause as below:</u> The Developer shall have the right to mortgage the facilities to be developed by them for obtaining Loans from the Banks / Financial Institutions. NFDB shall produce NOC for the right of use of land. Upon approval of the loan, the terms and conditions of the loan agreement with the bank, shall be submitted to the Authority. Further, the details of loan repayment shall be submitted on quarterly basis to the Authority.

Sl.No.	Subject	Clause Reference	Clause as mentioned in RFP	Revised Clause
18.	Penalty towards shortfall in the Supply	Section III – Draft Concession Agreement Article 8 <u>Section 8.3 Buy-back Agreement with the Authority</u> Page No. 57	8.3.5 Any shortfall in the supply annually below 100% of the Specified Quantities of ‘Fry’ and ‘Fingerlings’ in the initial period of Six (6) Years including the implementation period, would entail a Penalty @ ‘Discovered Price’ from the ‘Price Bid’.	<i>The Clause shall be read as below:</i> 8.3.5 Any shortfall in the supply of Benchmarked Output annually in the initial period of Three (3) Years including the Construction Period, would entail a Penalty @ 50% of the shortfall as per the ‘Price Bid’ and subsequently for the balance period of Three (3) Years of Buy-back Agreement, would entail a Penalty @ 100% of the shortfall as per the ‘Price Bid’. For avoidance of doubt, <u>Penalty payable shall be the quantity of shortfall in each category x quoted price for that category.</u>
19.	Price Bid	Section II – Formats for Bid Submission Appendix C1 Format for Price Bid with Covering Letter Page No. 40		Please refer the revised Price Bid format with Covering Letter as Annexure 2 of this document

Sl.No.	Subject	Clause Reference	Clause as mentioned in RFP	Revised Clause
20.	Due Date of Bid Submission	<p><u>Section I - Instruction to Bidders</u></p> <p>Schedule of RFP Process</p> <p>Due Date and Time for receipt of Online Bids and Hard Copies of Technical Bids Page No. 3</p>	<p><u>Due Date & Time for Receipt of Bids 'Online'</u> 16:00 Hrs (IST) on 23.09.2022 or any other date intimated from time to time. Bidders shall upload their bids 'Online' at Govt. of India eProcurement Portal / Website: https://www.eprocure.gov.in</p> <p><u>Due Date & Time for the Submission of Hard Copies of the 'Technical Bid'</u> 16:00 Hrs (IST) on 27.09.2022 or any other date intimated from time to time. Bidders shall submit the 'Hard Copies' of the 'Technical Bids' at the O/o. The Chief Executive, National Fisheries Development Board, Address: Pillar No: 235, PVNR Expressway, SVPNPA Post, Hyderabad – 500 052, Telangana State.</p> <p><u>Date and Time of Opening of Technical Bids</u> 11:00 Hrs (IST) on 28.09.2022 or any other date intimated from time to time.</p>	<p>Shall be read as below:</p> <p><u>Due Date & Time for Receipt of Bids 'Online'</u> 16:00 Hrs (IST) on 14.10.2022 or any other date intimated from time to time. Bidders shall upload their bids 'Online' at Govt. of India eProcurement Portal / Website: https://www.eprocure.gov.in</p> <p><u>Due Date & Time for the Submission of Hard Copies of the 'Technical Bid'</u> 16:00 Hrs (IST) on 19.10.2022 or any other date intimated from time to time. Bidders shall submit the 'Hard Copies' of the 'Technical Bids' at the O/o. The Chief Executive, National Fisheries Development Board, Address: Pillar No: 235, PVNR Expressway, SVPNPA Post, Hyderabad – 500 052, Telangana State.</p> <p><u>Date and Time of Opening of Technical Bids</u> 11:00 Hrs (IST) on 21.10.2022 or any other date intimated from time to time.</p>

**The above modifications and amendments are applicable to all the relevant Clauses in the RFP Document (Section I, II, III & IV).*

ANNEXURE 1:

Specified Capacities & Outputs from the 'Integrated Coastal Aquaculture Facilities' at Mulapolam.

A. Nursery Complex - 2 Blocks (already Constructed by NFDB)(Phase 1)						
S. No.	Species	No. of Indoor Tanks - 18 T Capacity	No. of Outdoor Tanks - 37 T Capacity	Fry Required Per Year @8 Cycles in Lakhs	Output of Fingerlings in Lakhs per year	Estimated Size of Fingerlings
1	Pompano	8	8	28.16	19.712	10-12 cm.
2	Seabass	14	14	43.12	30.184	8-10 cm.
3	Cobia	2	2	3.52	3.08	12-15 cm.
4	Mud Crab	8	8	7.04	4.224	50-60 gm.
B. Nursery Complexes - 4 Blocks (to be constructed by developer) (Phase - 2)						
1. Multispecies Marine Nursery Complex						
(a)	Cobia	14	14	24.64	16.63	12-15 cm
(b)	Silver Pompano	4	4	14.08	9.854	10-12 cm
(c)	Indian Pompano	4	4	14.08	9.854	10-12 cm.
(d)	Asian Sea Bass	2	2	6.16	4.316	8-10 cm
(e)	Milk Fish	8	8	17.08	9.855	7.5 -10 cm
(f)	Pearl Spot	8	8	17.08	9.855	6-10 gm.
2	Mud Crab	8	8	7.04	4.226	50-60 gm.
3	Scampi / Shrimp	16	16	70.40	42.24	gm.
C. Total Nursery Complexes (A+B) - 6 Blocks (Phase 1 & 2)						
1	Multispecies Marine Nursery Complex					
(a)	Cobia	16	16	28.16	19.71	12-15 cm
(b)	Silver Pompano	8	8	28.16	19.71	10-12 cm
(c)	Indian Pompano	8	8	28.16	19.71	10-12 cm.
(d)	Asian Sea Bass	16	16	49.28	34.50	8-10 cm
(e)	Milk Fish	8	8	17.08	9.855	7.5 -10 cm

(f)	Pearl Spot	8	8	17.08	9.855	6-10 gm.
2	Mud Crab	16	16	14.08	8.45	50-60 gm.
3	Scampi / Shrimp	16	16	70.40	42.24	10-12 gm.

**Format For
PRICE BID WITH COVERING LETTER**

[On the Letter head of the Bidder (in the case of a Single Bidder) or Lead Member (in the case of a Consortium)]

Date:

To
**The Chief Executive
National Fisheries Development Board
Pillar No: 235, PVNR Expressway
SVPNPA Post, Hyderabad – 500 052
Telangana State, India.
E-mail: info.nfdb@nic.in**

Dear Sir,

Sub: Price Bid for “O&M of Phase-1 and DBFOT of Phase-2 of Integrated Coastal Aquaculture Facilities at Mulapolam Village, Srikakulam District, Andhra Pradesh in PPP Mode”.

1. With reference to your RFP document dated _____, we, having examined the Bidding Documents and understood their contents, hereby submit our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
3. I/ We believe that we/ our Consortium satisfies the Technical & Financial criteria and meet the requirements as specified in the RFP document.
4. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of any other Consortium submitting a Bid for the Project.
5. The ‘Lowest Supply Price Quotation’ to NFDB in terms of “Unit Price” for ‘Fry & Fingerlings’ for each ‘Category of Output’ in Phase-1 and Phase-2 of the ‘Project’ for the initial 6 Years of the Concession Period, has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
6. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
7. I/ We (the Consortium Members) agree and undertake and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.

8. In response to the RFP document, we hereby offer the following ‘**Lowest Supply Price Quotation**’ to NFDB in terms of “**Unit Price**” for ‘**Fry & Fingerlings**’ for each ‘**Category of Output**’ in Phase-1 and Phase-2 of the ‘Project’ for the initial 6 years of the Concession Period.

Price Bid Format for the Bidder to Quote:

S.No.	Species	Weightage Coding	Capacity in Units No. of Pcs. In Lakhs	Mandatory Size / Weight of the Product	Unit Price Quoted in Figures Rs.	Unit Price Quoted in Words Rupees
Hatchery Complexes: ‘Fry/Instars/PLs’ to be Produced						
1	Silver & Indian Pompano	a1	12 (6+6) Lakhs	2-3 cm.		
2	Asian Sea Bass	b1	14 Lakhs	2-3 cm.		
3	Cobia	c1	14 Lakhs	4-6 cm.		
4	Milk Fish*	d1	4 Lakhs	2.5 -3.0 cm.		
5	Pearl Spot*	e1	4 Lakhs	2-3 cm.		
6	Mud Crab Instars	f1	70 Lakhs	2-5 gms.		
7	Scampi / Shrimp PLs	g1	700 Lakhs	0.008 – 0.01 gms.		
Nursery Complexes: ‘Fingerlings’ to be Produced						
1	Silver & Indian Pompano	a2	40 (20+20) Lakhs	10-12 cm.		
2	Asian Sea Bass	b2	34.50 Lakhs	8-10 cm.		
3	Cobia	c2	20 Lakhs	12-15 cm.		
4	Milk Fish*	d2	10 Lakhs	7.5 -10 cm.		
5	Pearl Spot*	e2	10 Lakhs	6-10 cm.		
6	Mud Crab	f2	8.50 Lakhs	50-60 gms.		
7	Scampi / Shrimp	g2	42 Lakhs	10-12 gms.		

**The Authority may provide an ‘Incentive’ for the ‘Herbivorous Fish’ in terms of an ‘Incremental Price’ on the ‘Price Quoted’ by the Bidder to encourage the ‘Herbivorous Fish Culture’.*

9. We understand that the ‘Price Bid’ is based on the Lowest Price offered to NFDB. Given that there are Multiple Categories of Services and Products, it is decided to consider a Weighted Average Price based on the Category-Wise Prices quoted by the Bidder. Towards arriving at the appropriate Weights that are to be considered for computing the Weighted Average Price, the

Capacity of Facility and Contribution of the Category to the overall Estimated Revenues of the Project are considered.

10. We further agree that, the amount quoted above will be applicable from 1st Year to 6th Year of the Concession Period.
11. We agree that the commitment of the output upto the Commercial Operation Date (COD) of Phase 2 shall be as per the Table below and at the Unit Price quoted above at S.No. 8:

S. No.	Species	Output of Fingerlings in Lakhs per year	Estimated Size of Fingerlings
1	Pompano	19.712	10-12 cm.
2	Seabass	30.184	8-10 cm.
3	Cobia	3.08	12-15 cm.
4	Mud Crab	4.224	50-60 gm.

12. We abide by the above offer/ quote as per terms of the RFP, if NFDB selects us as the Preferred Bidder. We also understand that, in case any differences between the quoted amount in words and figures, the lowest amount will be considered as our quote.
13. We agree that, we would produce the 'Specified Outputs' and Supply 100% of the 'Fry' and 'Fingerlings' Output (excluding Marketable Size from Grow-Out Ponds) to the NFDB at the 'Discovered Price' from this 'Price Bid', for the initial period of Six (6) Years including construction period. In case of excess production of 'Fry' and 'Fingerlings' Output, during the initial period of Six (6) Years, NFDB shall have the first option to buy the excess production.
14. We further agree that NFDB shall have the first option to 'Buy-back the Output' during the course of rest of the Concession Period also.
15. We agree to pay Royalty to the Authority @ 10% of the total 'Sale Proceeds', towards the sale of output produced from hatcheries, nurseries, grow-out ponds or in any manner whatsoever within the Project Facility beyond the Benchmarked Output in the first 6 years of the Concession Period and 100% of the output, excluding the output purchased by NFDB, for the rest of the Concession Period
16. We hereby agree that our offer shall remain valid for 180 Days from the Due Date of submission and may be extended as may be mutually agreed between the Authority and the Bidder.

Yours truly,

(Signature of Authorised Signatory)

(Name, Title, Address, Date)

Place:

Name and Seal of Bidder