

REQUEST FOR PROPOSAL

Volume 1: Instructions to Bidders

International Competitive Bidding

Appointment of Strategic Partner (SP)

for

**Provision of Concept Design, Supply of L. vannamei shrimp and Operation of Nucleus Breeding
Centre at Kanyakumari**

**Rajiv Gandhi Centre for Aquaculture, Marine Products Export Development Authority,
Ministry of Commerce and Industry, Government of India**

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GLOSSARY

Addendum	As defined in Clause 2.9.1
Applicable Laws	As defined in the Technical Services Agreement
Associate	As defined in Clause 2.1.14
Authority	As defined in Clause 1.1.3
Bank Guarantee	As defined in Clause 2.20.1
Bid(s)	The Technical Bid and Financial Bid together shall be referred to as the Bid(s).
Bidder(s)	Parties that submit their Bids for the Project in accordance with this RFP and shall include the Members of the Consortium.
Bidding Documents	As defined in Clause 1.1.8
Bidding Process	As defined in Clause 1.2.1
Bid Due Date	As defined in Clause 1.1.8
Bid Security	As defined in Clause 1.2.3
BMC	As defined in Clause 1.1.3
Companies Act	Shall mean the Companies Act, 2013, and rules framed thereunder.
Concept Presentation	As defined in Clause 1.2.1
Conflict of Interest	As defined in Clause 2.1.14
Consortium	As defined in Clause 2.2.1 (a)
Bid Price	As defined and explained in Appendix II
Crore	Ten million (10,000,000)
Damages	As defined in Clause 2.1.14
e-Procurement Portal	As defined in Clause 1.2.4
Enclosures of Bid	As defined in Clause 2.11.1 (c)
Financial Bid	As defined in Clause 1.2.1
Financial Capacity	As defined in Clause 2.2.2 (ii) (b)
Financial Year	1 st April of any calendar year and ending on 31 st March of the next calendar year; provided, however, that financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.
Joint Bidding Agreement	As defined in Clause 2.2.3 (g)
Lakh	Hundred thousand (100,000)
Lead Member	As defined in Clause 2.2.3 (c)
LOA	As defined in Clause 3.5.4
Member	Member of a Consortium
Minimum Eligibility Criteria	As defined in Clause 2.2.2 (ii)
MPEDA	As defined in Clause 1.1.1
NBC	As defined in Clause 1.1.3

Net Worth	As defined in Clause 2.2.2
Project	As defined in Clause 1.1.4
QCBS	Means a method of selection which is quality cum cost based
Qualified Bidder(s)	As defined in Clause 1.2.1
Re. or Rs. or INR	Indian Rupee
RFP	Means the Request for Qualification cum Request for Proposal issued by the Authority for selecting the Selected Bidder for the Project
RGCA	As defined in Clause 1.1.3
Scheduled Bank	As defined in Clause 2.20.1
Second Ranked Bidder	As defined in Clause 3.5.2
Selected Bidder	As defined in Clause 3.5.1
Site	As defined in Clause 1.1.3
Strategic Partner	As defined in Clause 1.1.4
Subject Person	As defined in Clause 2.1.14 (aa)
Technical Bid	As defined in Clause 1.2.1
Technical Capacity	As defined in Clause 2.2.2 (ii) (a)
Technical Committee	As defined in Clause 1.2.1
Technical Services Agreement	As defined in Clause 1.1.6
Tie Bidder	As defined in Clause 3.5.3
Turnover	As defined in Clause 2.2.2
USD	United States Dollars

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

DISCLAIMER

The information contained in this Request for Qualification cum Request for Proposal document (“**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including regarding the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the

Selected Bidder for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Selected Bidder set forth in the Technical Services Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work of the Project, to be awarded pursuant to this RFP. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1. INTRODUCTION

1.1 Background

1.1.1 The Marine Products Export Development Authority (“MPEDA”) is a statutory body, formed through the enactment of the Marine Products Export Development Authority Act, 1972, functioning under the aegis of the Ministry of Commerce and Industry, Government of India. MPEDA is the nodal agency for the holistic development of seafood industry in India to realise its full export potential. Based on the recommendations of MPEDA, the Government of India notifies new standards for fishing vessels, storage premises, processing plants and conveyances. MPEDA’s focus is mainly on Market Promotion, Capture Fisheries, Culture Fisheries, Processing Infrastructure & Value Addition, Quality Control, Research and Development.

1.1.2 In brief, the functions of MPEDA include, *inter alia*:

- Registration of infrastructural facilities for seafood export trade.
- Collection and dissemination of trade information.
- Promotion of Indian marine products in overseas markets.
- Implementation of schemes vital to the industry by extending assistance for infrastructure development for better preservation and modernised processing following quality regime.
- Promotion of aquaculture for augmenting export production through hatchery development, new farm development, diversification of species and up gradation of technology.
- Promotion of deep-sea fishing projects through test fishing, joint ventures and up gradation & installation of equipment to increase the efficiency of fishing.
- Market promotional activities and publicity.
- To carry out inspection of marine products, its raw material, fixing standards and specifications, training, regulating as well as to take all necessary steps for maintaining the quality of seafood that are marketed overseas.
- Impart trainings to fishermen, fish processing workers, aquaculture farmers and other stake holders in the respective fields related to fisheries.
- Conduct research and development for the aquaculture of aquatic species having export potential through Rajiv Gandhi Centre for Aquaculture.
- Conduct extension and awareness activities, trainings etc through Network for Fish Quality Management and Sustainable Fishing (NETFISH) & National Centre for Sustainable Aquaculture (NaCSA).
- To prescribe for itself any matters required for protecting and augmenting the seafood exports from the country in the future.

1.1.3 As mentioned above, MPEDA under its aegis operates the Rajiv Gandhi Centre for Aquaculture (“RGCA”), a society registered under the Tamil Nadu Societies Registration Act, 1975, which is considered the research and development wing of MPEDA. RGCA is involved in conducting research and development in aquaculture, with focus on aquatic species having export potential, including but not limited to shrimp species such as *L. vannamei* and *P. monodon*. For the purpose

of this RFP, RGCA shall be referred to as the “**Authority**”.

The demand for *L. vannamei* broodstock from the commercial hatcheries in India is currently estimated to be 300,000 broodstock per annum. Currently, commercial hatcheries in India are importing the broodstock from two sources. For the first source, the Indian commercial hatcheries are importing broodstock from Broodstock Multiplication Centres which are located overseas. The broodstock that are imported in India are quarantined in the Aquatic Quarantine Facility (AQF) located in Chennai which in turn is being operated by the Authority. After the quarantine process, for the purpose of determining that the broodstock are free of diseases and pathogens, is completed the broodstock are released to the commercial hatcheries.

The second source of supply of broodstock to the commercial hatcheries, since 2012, is the Broodstock Multiplication Centre (“**BMC**”) established by the Authority and MPEDA in Vishakhapatnam for the purpose of supplying broodstock of *L. vannamei* shrimps to the commercial hatcheries operating in India.

The Government of India now seeks to establish its own Nucleus Breeding Centre (“**NBC**”) and thereby kickstart its own Nucleus Breeding Programme for *L. vannamei* shrimps in Thekkurichi village, Rajakkamangalam, Kanyakumari district, Tamil Nadu on a land measuring approximately 35 acres (“**Site**”).

- 1.1.4 For the purpose of establishing the NBC, the Authority wishes to appoint a strategic partner (“**Strategic Partner**”) for the purpose of, *inter alia*, providing the conceptual plan and drawings, technical inputs as well as supervising and monitoring the preparation of a DPR by an independent design agency to be appointed by the Authority, import and supply of post larvae (PL) *L. vannamei* shrimp as required, and undertaking operation, maintenance thereof, and undertaking and providing research and development services at the NBC (“**Project**”).
- 1.1.5 The detailed scope of services to be provided by the Strategic Partner has been laid down in Schedule A of the Technical Services Agreement, attached in Volume II.
- 1.1.6 The Strategic Partner shall be responsible for discharging its obligations in accordance with the proposed agreement to be signed between the Authority and the Strategic Partner (“**Technical Services Agreement**”) for a Term of 9 years with an option to extend such term in accordance with the mechanism set out in the Technical Services Agreement. The draft Technical Services Agreement has been provided as Volume II of this RFP and the Scope of Services of the Strategic Partner is set out in Schedule A of the draft Technical Services Agreement.
- 1.1.7 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Selected Bidder set out in detail in the Technical Services Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work or the Project, to be awarded pursuant to

the Bidding Documents. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including between this RFP or the Technical Services Agreement are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

- 1.1.8 The Authority shall receive Bids pursuant to this RFP and other documents to be provided by the Authority, as modified, altered, amended and clarified from time to time by the Authority (collectively the “**Bidding Documents**”). All Bids shall be prepared and submitted in accordance with such terms on or before the time on the date specified in Clause 1.3 for submission of Bids (“**Bid Due Date**”).

1.2 Brief description of Bidding Process

- 1.2.1 The Authority has adopted an online single-stage e-procurement process (the “**Bidding Process**”) using the Quality cum Cost Based Selection (QCBS) method for identification of the Selected Bidder for undertaking the Project.

All the bidders (The “**Bidder**”, which expression shall, unless repugnant to the context, include the members of the Consortium), shall simultaneously submit their relevant qualification details for the purpose of meeting the Minimum Eligibility Criteria, the Technical Capacity and Financial Capacity as well as the Concept Presentation, as per terms herein (collectively the “**Technical Bid**”). The Bidders shall also be required to submit their financial bid with respect to the Bid Price (“**Financial Bid**”) sought by the Bidder for undertaking the Project, as payable by Authority under terms hereof and more particularly the Technical Services Agreement. The exact manner of computation of the Bid Price for the purpose of evaluation of the Financial Bid has been described in Appendix II of this RFP. The Bidders shall ensure that while submitting the Financial Bid, the quotes shall either be in United States Dollars or in the form of Indian Rupees. The payment of the Fee under the Technical Services Agreement shall take place in the same currency in which the Bidder submits its Financial Bid. The Bidders hereby understand and agree that each and every component of the Financial Bid as specified in Appendix II shall be quoted in the same currency i.e. in either Indian Rupees or United States Dollars. A Bidder whose Financial Bid has different components being quoted in different currencies, shall have its Financial Bid treated as non-responsive

In the first step, the Technical Bids of all Bidders shall be evaluated to determine as to whether they are responsive in terms of Clause 3.2 and whether they meet the Minimum Eligibility Criteria as set forth in Clause 2.2.2 of this RFP for undertaking the Project. Once it is determined that the Bidder fulfils the Minimum Eligibility Criteria and the Bid is responsive, the Technical Bid shall be allocated marks basis the scoring terms set out at Clause 2.2.2 of this RFP.

For the purpose of explanation, the Technical Bid of the Bidders shall be evaluated on a score of 100 with a weightage of 70%, and the Financial Bid shall be scored out of 100 with assigned

weightage of 30%. The manner of calculation has been set out and explained in detail in Clause 3.5.

For the purposes of enabling completion of the marking process, the Bidders meeting the Minimum Eligibility Criteria as set forth in Clause 2.2.2 hereof, shall be called upon to make a presentation (“**Concept Presentation**”) setting out their conceptual designs for the NBC and the methods to deliver the Scope of Services under the Technical Services Agreement. For the Concept Presentation, the Bidders will be required to present the scheme of development covering the undermentioned aspects in approximately a sixty-minute presentation.

- i. Brief background of the Bidder and the details of Nucleus Breeding Centres being operated by the Bidder, as well as experience, if any, of having provided services in any other project.
- ii. Conceptual plans of the Project (preliminary lay out and site plan, floor plans, elevations, sections wherever necessary);
- iii. Indicative area allocation for the different zones of the NBC;
- iv. Expected features and functionalities of the proposed NBC;
- v. Preliminary cost estimates for the development of Project;
- vi. Proposed selective breeding strategy that the Strategic Partner seeks to implement (physical growth, SPF with disease tolerance characteristics, reproductive performance);
- vii. Analysis of the historical outcomes of the research & development undertaken by the Bidder;
- viii. Presentation of the SOP and manuals to be prepared for the Project by the Bidder and the procedure to be adopted for developing 30 distinct families of *L. vannamei* shrimps with least inbreeding at the end of the Term of the Technical Services Agreement;
- ix. Advantages of the technology and bio-security being provided by the Bidder and the rationale and benefits of such an approach.

The Concept Presentation shall be evaluated by a technical committee (“**Technical Committee**”) set up by the Authority which shall, *inter alia*, consist of members and personnel of MPEDA and the Authority, as well as external experts in the field of aquaculture, appointed by the Authority and MPEDA.

As part of the Concept Presentation, along with the abovementioned information, the Bidder shall mandatorily provide the following details as provided below:

Performance Parameter	Requirement
Number of SPF-SPT shrimp families required to be supplied as part of Evaluation Stream, on an annual basis	[***] no. of families

Breeding Performance - the female of the family must produce [***] nauplii	A minimum of [***] % of the families in the Evaluation Stream shall adhere to this parameter
Disease Free (must be free of OIE listed diseases) and non-listed important diseases/pathogens as agreed upon mutually between the Strategic Partner and the Authority	100% of the families in the Evaluation Stream
Specific Pathogen Tolerant (SPT)	Any one or more OIE-listed disease/s or pathogen/s. Bidder to provide the list of such pathogens/diseases to which the shrimps are tolerant, below: [***] Bidder shall also state and provide the degree of tolerance, preferably in % terms, to the abovementioned diseases.
Families shall exhibit a survival rate of at least 70%	A minimum of [***] % of the families in the Evaluation Stream shall adhere to this parameter
Growth - exhibits growth of [***] in 4 months	A minimum of [***] % of the families in the Evaluation Stream shall adhere to this parameter

For the avoidance of doubt, the Bidder shall fill in the blank spaces designated as [***] in the abovementioned table and present the completed table as part of the Concept Presentation and also specify the reasoning and justification for selecting such numbers. The Bidder shall necessarily present and submit documents and other credentials for the purpose of justifying the numbers and data which are submitted in the table.

Only those Bidders whose Technical Bids are responsive, fulfils the Minimum Eligibility Criteria and have duly made the Concept Presentation before the Technical Committee (“**Qualified Bidder(s)**”), shall be entitled to opening of their Financial Bid subject to and in accordance with provisions set out under this RFP. The Financial Bid shall be allocated 100 marks and the Bidder quoting the lowest Bid Price (to be evaluated in accordance with the procedure specified in

Appendix II) shall be assigned full marks, and other quotes shall be allocated marks on inversely proportionate basis in the manner illustrated in Clause 3.5.1. Based on the respective assigned weightage of [70%: Technical Bid] and [30%: Financial Bid], respectively, and the QCBS computation of score to be made in relation to each Bidder, the Bidder scoring highest marks in accordance with terms hereof shall be the Selected Bidder for the award of the Project.

For the avoidance of doubt, it is hereby clarified that the consideration of the Financial Bids of the Qualified Bidders and subsequent award of the Project shall always be subject to the outcome of verification and consequent report prepared by the Technical Committee post the physical verification of the projects and credentials relied upon by the Selected Bidder for the purpose of qualification under this RFP. The Technical Committee shall confirm, upon on-site inspection of the Nucleus Breeding Centre and allied facilities and credentials mentioned in the Bid of the Selected Bidder, the correctness of such credentials. The complete cost towards the physical verification and on-site visit by the Technical Committee shall be borne solely by the Authority and/or MPEDA and under no circumstance shall the Selected Bidder be obligated to bear any cost and expense in relation thereto. Provided however that the Selected Bidder shall procure and ensure the required access to their project facilities and connected information/records for enabling the verification of their credentials that were relied upon for the purpose of qualification under this RFP. The physical verification of the credentials and facilities of the Selected Bidder shall be conducted solely by the representatives of the Technical Committee and the physical verification shall be completed within a time period of a maximum of 15 days from the date of journey.

Upon completion of such physical verification by way of on-site inspection, the Technical Committee shall submit a written report to the Authority either confirming the correctness of the credentials submitted by the Bidder in the Technical Bid or rejecting the credentials, in whole or in part, of the Selected Bidder, as submitted in the Technical Bid due to non-corroboration of the credentials submitted in the Technical Bid and the credentials which were actually observed and verified during the course of physical verification of the facilities of the Selected Bidder. In case of rejection of credentials, either in whole or in part, the Authority may in its sole discretion decide to seek clarifications from the Selected Bidder, and for this purpose may provide the copy of the written report to the Selected Bidder, or a summary of the relevant excerpts demonstrating the adverse finding based on which the rejection is made.

The Authority shall at its sole discretion, determine whether to accept the explanation and clarification if provided by the Selected Bidder; or in cases otherwise go ahead with the existing findings and reject the Bid of the Selected Bidder and in which case, the Bid Security of the Selected Bidder shall be liable to be encashed and the Selected Bidder may also be liable to be barred henceforth from participation in any tender issued by the Authority.

As part of the Project, the output that has to be produced is the supply, development and production of at least 30 distinct least inbreeding shrimp families and the transfer of the Pedigree

Data (as defined in the *Technical Services Agreement*) for such 30 families.

The Bidder, who pursuant to the evaluation and scoring of Technical Bids and Financial Bids, on weighted average QCBS basis of 70% [Technical Bid (including the Concept Presentation)]: 30% [Financial Bid] scores the highest total marks will generally be the Selected Bidder, subject to physical verification and confirmation of the credentials submitted by the Bidder.

The Selected Bidder who is awarded the Project shall undertake the development, operation, maintenance and management of the Project subject to and in accordance with the Technical Services Agreement, to be executed with Authority, subject to and in accordance with terms hereof. The Selected Bidder will be required to perform the Services set out in the Scope of Services set forth in Schedule A of RFP Volume II (Technical Services Agreement).

- 1.2.2 Any Addenda issued subsequent to this RFP, but on or before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.3 The Bid shall be valid for a period of not less than One Hundred and Twenty (120) days from the Bid Due Date. In terms of the RFP, a Bidder is required to deposit, along with its Bid, a bid security equivalent to an amount of INR 6,000,000 / USD 85,000 (Indian Rupees Six million/ United States Dollars Eighty-Five Thousand only) (“**Bid Security**”). The Bid Security will be refundable, no later than sixty (60) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Technical Services Agreement. The Bidders will have to provide Bid Security in the form of a Bank Guarantee in the format set out in Annexure E, encashable at Sirkazhi/Chennai acceptable to the Authority, and the validity period of the Bid Security shall not be less than One Hundred and Eighty (180) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. For the avoidance of doubt, the original Bid Security shall be submitted along with the hard copy submission of the Technical Bid and a scanned copy of the Bid Security shall be uploaded as part of the online submission of the Bid on the e-Procurement Portal.
- 1.2.4 The Bidding Documents in its entirety will be available for download from the website <https://www.eprocure.gov.in/eprocure/app> (“**e-Procurement Portal**”) from the date mentioned in Clause 1.3. To participate in the Bidding Process, the Bidder should complete download from the e-Procurement Portal and submit final Bid through the e-Procurement Portal. Bidders are required to familiarize themselves with the instructions available on the e-Procurement Portal in relation to online submission of their Bids. Furthermore, the Bidders are to refer to Appendix III of this RFP where the guidelines for submission of bids on the e-Procurement Portal have been provided in detail. Bids which are submitted on the e-Procurement Portal alone will be accepted

by the Authority. The Bidders are advised to download the Bidding Document at least one day prior to the Bid Due Date so as to safeguard their participation and avoid any delay. The Bidders are advised to upload the Bid sufficiently before the specified time on the Bid Due Date to avoid any technical issues or malfunction in the network caused by heavy internet traffic on the Bid Due Date. The Authority shall not be responsible for any failure, malfunction or breakdown of the e-Procurement Portal during the Bidding Process.

1.2.5 The Bidders are invited to examine the proposed Site for the NBC and to carry out, at their cost, such studies as may be required for submitting their respective Bids for the Project and for providing required Services and carrying out obligations, in accordance with the terms and conditions of the Technical Services Agreement.

1.2.6 Any queries or request for additional information concerning this RFP shall be submitted by e-mail to the person and email address mentioned below:

The Project Director,
Rajiv Gandhi Centre for Aquaculture,
 Email: rgcaho@gmail.com
 Phone: 04364 265 200

1.2.7 The pre-bid queries should be submitted in the format specified below to be considered for response and they should be submitted in MS-Excel format. Pre-bid queries not submitted in the prescribed format may not be responded to.

S. N.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any
1.	[•]	[•]	[•]	[•]	[•]
2.	[•]	[•]	[•]	[•]	[•]
...

It is preferred that the queries should be sent to the Authority at least two (2) business days before the scheduled pre-bid meeting. The email communication shall clearly mention in the subject head:

“Queries for Additional Information: RFP for Appointment of Strategic Partner for Nucleus Breeding Centre (NBC) for *L. vannamei*”

1.3 Schedule of Bidding Process

1.3.1 The Authority shall receive Bids for selection of the Selected Bidder(s) pursuant to and in accordance with the terms set forth in the RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by

the Authority. Any Addenda issued subsequent to the issuance of this RFP, but before the Bid Due Date, will be deemed to form part of the Bidding Documents. All Bids shall be prepared and submitted in accordance with such terms on or before the time on the date specified in this RFP for submission of Bids by the Bid Due Date.

The Authority shall endeavour to adhere to the following schedule. However, the Authority may, at its own discretion, revise or extend any of the timelines set out in this schedule.

Event Description	Date (dd/mm/yyyy)
Issue of Bidding Documents	02/12/2019
Last Date for receiving pre-bid queries for Pre-Bid meeting	17/12/2019
Pre-Bid meeting	18/12/2019
Response to Pre-Bid meeting queries	26/12/2019
Bid Due Date	17/01/2020
Opening of Technical Bid	20/01/2020
Concept Presentation for Qualified Bidders	To be intimated to Bidders individually
Opening of Financial Bid	To be intimated to Bidders individually
Announcement of Selected Bidder	To be intimated to Bidders individually
Issue of Letter of Award (after physical verification of the credentials of Selected Bidder)	Within 15 days of completion of physical verification
Signing of the Technical Services Agreement	Within 15 days of issuance of Letter of Award

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

- 2.1.1 No Bidder shall submit more than one (1) Bid for the Project. A Bidder bidding individually or as a Member of a Consortium shall not be entitled to submit another bid for the Project either individually or as a member of any other Consortium, as the case may be.
- 2.1.2 An international Bidder bidding individually or as a member of a Consortium shall ensure that Power of Attorney set out in Annexure C and/or Annexure D, as the case may be, is legalized/apostilled by the appropriate authority, and notarised in the jurisdiction where the Power of Attorney is being issued and requirements under the Indian Stamp Act, 1899 are duly fulfilled.
- 2.1.3 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Technical Services Agreement shall have the meaning assigned thereto in the Technical Services Agreement.
- 2.1.4 The Bidding Documents shall be available for download from the e-Procurement Portal. Any modifications / Addendum / responses to queries shall be updated on the e-Procurement Portal and the Bidders are requested to check the e-Procurement Portal regularly for updates. The Authority shall not undertake any responsibility if any Bidder fails to regularly check the e-Procurement Portal for Addenda.

It shall be mandatory for the Bidders to get themselves registered with the e-Procurement Portal to obtain user ID and password, so as to participate in this Bidding Process. Furthermore, for the purpose of submission of the Bid, the Bidder shall mandatorily procure Class III encryption type Digital Signature Certificate (DSC) and sign and encrypt the Bid using such digital signature certificate during time of submission of Bid. For the avoidance of doubt, it is clarified that the mandatory registration and procurement of digital signature certification should be in the name of the Lead Member, in case the Bidder is a Consortium. The detailed explanation of the procedure for submission of the Bid on the e-Procurement Portal has been provided in Appendix III of this RFP Volume I.

For the avoidance of doubt, it is clarified that the physical hard copy of only the Enclosures of Bid, as specified in Clause [**] shall be submitted on or before the Bid Due Date and time at the address specified in Clause 2.11.4 as per the details set out in Clause 2.11, and in no case shall the Financial Bid be submitted offline i.e. through hard copy submission. Failing this condition the Bid shall be liable to be rejected.

2.1.5 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Technical Services Agreement shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Technical Services Agreement.

2.1.6 The Technical Bid shall be furnished as per formats provided in Appendix-I of this RFP. The Technical Bid shall include the following:

ANNEXURE A	:	Letter Comprising the Bid
ANNEXURE B	:	General Information of Bidder & Statement of the Legal Capacity
ANNEXURE C	:	Power of Attorney for Signing of Bid in favor of Authorized Signatory (single entity/ Lead Member, in case of Consortium) with Board Resolution/relevant extract of Charter Document in favor of Executant.
ANNEXURE D	:	Power of Attorney for Lead Member of Consortium by other members of the Consortium (in case of Consortium) with Board Resolution/ relevant extract of Charter Document in favor of Executant.
ANNEXURE E	:	Bid Security (Bank Guarantee)
ANNEXURE F	:	Joint Bidding Agreement (in case of Consortium)
ANNEXURE G	:	Technical Capacity of Bidder with supporting documents
ANNEXURE H	:	Financial Capacity of Bidder with supporting documents
ANNEXURE I	:	Bid Checklist

2.1.7 The Financial Bid for the Project should be furnished online on the e-Procurement Portal in the format set for reference only at Appendix–II, clearly indicating the Bid Price amount in both figures and words, in USD and digitally signed by the Bidder’s authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. The Financial Bid shall be submitted online only (not to be submitted in hardcopy) for the Project. The payment of the Contract Fee by the Authority to the Service Provider shall be as per the terms and conditions of the Technical Services Agreement (enclosed as Volume II).

2.1.8 As mentioned in Clause 1.2.3, the Bidder shall deposit a Bid Security in accordance with the provisions of this RFP. The Bidder shall provide the Bid Security in the form of a Bank Guarantee, acceptable to the Authority, as per format set forth in Annexure E of Appendix-I.

2.1.9 The validity period of the Bank Guarantee shall not be less than One Hundred and Eighty (180) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable not later than sixty (60)

days from the Bid Due Date except in the case of the Selected Bidder (s), whose Bid Security shall be retained till it has provided a Performance Security under the Technical Services Agreement.

- 2.1.10 The Bidder shall submit a Power of Attorney as per the format set forth in Annexure C of Appendix-I, authorising the signatory of the Bid to commit the Bidder, accompanied by a board resolution or charter document in favour of the executant. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member as per the format set forth in Annexure D of Appendix-I, accompanied by a board resolution or charter document in favour of the executant.
- 2.1.11 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. The Bidding Documents and RFP are not transferrable.
- 2.1.12 All communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.13 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.13 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return any Bid or any information provided along therewith.
- 2.1.14 A Bidder shall not have a conflict of interest, as more specifically described below, (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be. The Bidder acknowledges and agrees such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is reasonable and represents the mutually agreed genuine pre-estimated loss and damages likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (“**Damages**”). The Bidder acknowledges and agrees that such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof. ; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause 2.1.14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- b) a constituent of such Bidder is also a constituent of another Bidder; or
- c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or Associate; or
- d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e) such Bidder or any Associate thereof has a relationship with another Bidder or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Bid of either or each of the other Bidder; or
- f) such Bidder has participated as a consultant or sub-consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.14, shall include

each Member of such Consortium.

For the purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under common control with such Bidder/Consortium Member (the “**Associate**”). The expression “**Control**” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting share capital of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law, contract/agreement or otherwise.

- 2.1.15 Any award of the Project shall be subject to the terms of Bidding Documents.
- 2.1.16 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Technical Services Agreement. In the event any such adviser is engaged by the Strategic Partner, after issue of the LOA or execution of the Technical Services Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Technical Services Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Technical Services Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Strategic Partner for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of three (3) years from the date of completion Project Term.
- 2.1.17 The following conditions shall be adhered to while submitting a Bid:
- a) Bidders should submit and upload clearly marked and referenced continuation pages in the event that the space provided in the prescribed forms in the Appendices and Annexes thereto is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
 - b) information supplied by a Bidder (or other constituent member if the Bidder is a Consortium) must apply to the Bidder, member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
 - c) in responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with this RFP; and
 - d) in case the Bidder is a Consortium, each member should substantially satisfy the RFP

requirements to the extent specified herein.

2.1.18 While eligibility to Bid is open to persons from any country, the following provisions shall apply:

- a) where, on the date of the Bid, not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its member (in case of a Consortium) is held by persons resident outside India or where a Bidder or its member is controlled by persons resident outside India; or
- b) if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its member (in case of a Consortium);

then the eligibility of such Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

While evaluating the Bids, regard will be paid to national defence and security considerations.

Offer received from any Bidder may be summarily rejected on national security consideration without any intimation thereof to the Bidder.

The Bidders will be obliged to protect the national interests like national security whenever necessary and required, and also honour priority orders of the Government of India, in this regard. The Bidders will also abide by the various statutory requirements on the protection of the environment, anti-pollution measures, safety, conservancy etc. and also abide by the directives issued by the Government of India from time to time.

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders for the submission of their technical-qualification hereunder, the following shall apply:

- (a) The Bidder may be a sole bidder or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be a member of another bidding Consortium. The term Bidder used herein would apply to both a single legal entity and a Consortium. The maximum number of Members in a Consortium will be limited to two (2).
- (b) A Bidder may be a company registered in India under the Companies Act or incorporated outside India under the relevant laws of incorporation in the country of its origin, or any other entity/firm/body-corporate/proprietorship/not-for-profit organizations or institutions incorporated/registered under relevant statutes/laws either outside or within India, or any combination of the above (with a formal intent to form a Consortium, meeting the requirements set out in this RFP), provided however that natural persons are not eligible to submit their bids either individually or as member of a Consortium. The Bidder shall submit incorporation/charter documents in support along with the Technical Bid.

For the purpose of this RFP, regardless of anything to the contrary contained herein or in the relevant Technical Services Agreement, a Bidder bidding for the Project shall provide an undertaking that during the course of the Project and while providing the Services, it shall not procure and supply the PL of *L. vannamei* from a country from which import of shrimps has been banned by the Government of India vide notification/government order (Order No 35027G/2013 dated May 21, 2013 issued by the Ministry of Agriculture, Department of Animal Husbandry, Dairying and Fisheries), due to shrimps from such countries being affected by the Acute Hepatopancreatic Necrosis Syndrome (AHPNS) or commonly known as the Early Mortality Syndrome. Further, the Bidder, be it a single entity or a Consortium, shall also provide an undertaking that it shall not import and supply the PL of *L. vannamei*, for the purpose of this Project, from countries which are engaged in commercial production of shrimps. For the purpose of this RFP, countries engaged in commercial production of shrimps shall mean countries which are producing 50,000 tonnes or more of *L. vannamei* shrimps in the year prior to the Bid Due Date.

2.2.2 Minimum Eligibility Criteria and Technical Bid Scoring

- (i) The Bidder can, subject to Clause 2.2.1, be a single legal entity or a Consortium.
- (ii) To be considered a Qualified Bidder and for the Financial Bid to be evaluated for further

consideration in accordance with the terms herein, a Bidder, either a single legal entity or Consortium, shall be required to, *inter alia*, fulfill the following minimum eligibility criteria in terms of Technical Capacity and Financial Capacity (“**Minimum Eligibility Criteria**”):

- (a) The Bidder shall demonstrate the following required technical capacity and experience of:
 - I. Having successfully designed a Nucleus Breeding Centre for *L. vannamei* which has a capacity to develop and maintain at least 50 families of *L. vannamei* shrimps in the last ten (10) years immediately preceding Bid Due Date; and
 - II. Having successfully developed at least 50 families of *L. vannamei*, through its own research and development activities, in the last ten (10) years immediately preceding Bid Due Date

(Collectively the "**Technical Capacity**").
- (b) Without prejudice to above requirement of demonstrating Technical Capacity, the Bidder shall be required to demonstrate that it has an average annual Turnover of INR 300,000,000/USD 4,000,000 (Indian Rupees Three Hundred Million/ United States Dollars Four Million) during the last three Financial Years immediately preceding the Bid Due Date, and shall also be required to have positive net worth in the Financial Year preceding the Bid Due Date ("**Financial Capacity**"). In case the Bidder is a Consortium, then each of the members must individually have a positive Net Worth.
- (iii) The Bidder shall provide documentary evidence for the above as specified in this Clause 2.2.2. Such documentary evidence shall be duly signed by the authorized signatory of the sole entity Bidder or a Member of the Consortium (whose credentials were taken into consideration for the purposes of technical qualification under and in accordance with the RFP), as the case may be. The documentary evidence referred herein shall include:
 - (a) Client certificate and/or Project Completion Certificate and/or statutory auditor’s certificate and agreement copy and/or Letter of Award, as the case may be, for demonstrating and meeting the Technical Capacity.
 - (b) Statutory auditor’s/registered public accountant’s certificate and audited annual report/financial statement for the relevant Financial Years for demonstrating the Financial Capacity.

For the purposes of this RFP, the capitalised term “**Net Worth**” means:

- i. In case the Bidder is an Indian company: *the aggregate value of the paid-up share capital and all free reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write – back of depreciation and amalgamation;*
- ii. In all other cases: *Total of paid-up capital and free reserves, less intangible assets as per the latest Audited Balance Sheet or account statement certified by a registered Chartered accountant, public chartered accountant or any registered accounts practitioner by whatever name called.*

For the purposes of this RFP, “**Turnover**” means:

The aggregate value of the realization of amount made by the sale, supply or distribution of goods and/or on account of services rendered by the company during a financial year. For the avoidance of doubt, it is clarified that it shall not include interest earned from financial instruments.

In computing the Technical Capacity and Financial Capacity of the Bidder/ Consortium Members under this Clause 2.2.2, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder. The definition of Associate has been provided herein in this RFP in the Explanation to Clause 2.1.14. It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium member, as the case may be.

- (iv) Scoring of the Bids: The Bidders shall be scored and marked on the QCBS basis evaluation of their Technical Bid (which shall include the Concept Presentation), and basis their Financial Bid. The Technical Bid (including the Concept Presentation) shall be marked on 100 in the manner specified below herein, and the Financial Bid shall also be marked out of 100. However, the weightage given to the score achieved in the Technical Bid and in the Financial Bid, respectively, shall be as follows:

Parameter	Weightage
Technical Bid Score	70%

Financial Bid Score	30%
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The manner of evaluating the Technical Bid and the Financial Bid for the purpose of determining the Selected Bidder has been further detailed and explained in Clause 3.5 of this RFP.

Scoring for Technical Bid

Parameters		Max. marks	Document
1.	Industry Experience (in terms of number of years of shrimp breeding)	15	<p>1. Incorporation certificate</p> <p>2. Commissioning certificate of commercial production / self-declaration certified by MD / chairman / CEO of entity</p> <p>3. Project data sheet as provided in Annexure G</p> <p>For the purpose of evaluation under this parameter, the industry experience shall be reckoned from the date of commissioning and not the date of incorporation.</p>
2.	Annual Production capacity* (no. of Brood Stock)	15	Self-declaration certified by authorized chartered accountant & MD / chairman / CEO of entity
3.	Total years of experience of permanent technical employees in the shrimp breeding business / institution (no.)	10	<p>Self-declaration certified by country's chartered accountant & MD / chairman / CEO of entity.</p> <p>For the purpose of evaluation under this parameter, only those permanent technical employees who have a bachelor's degree (or above) in aquaculture related fields and who have a minimum of 3 (three) years' experience in breeding of shrimps shall be accounted for.</p> <p>Furthermore, the Bidder who can demonstrate the highest cumulative years of work</p>

			experience, from all such permanent employees, shall be awarded the maximum marks under this parameter. For the purpose of illustration if a Bidder demonstrates that it has three employees having a bachelor's degree in aquaculture with each such employee having 4 years' experience then the cumulative experience for the purpose of evaluation of such Bidder shall be 12 years' work experience. If this 12 years' work experience is highest among all the Bidders, then such Bidder shall be awarded the maximum marks.
4.	No. of country where product is exported (no.) (product means brood stock pair)	5	1. Self-declaration certified by MD/chairman/CEO of entity
5.	*Concept Presentation – Selective Breeding Strategy for India (growth, SPF with disease tolerance characteristics, breeding performance for developing at least 30 distinct least inbreeding families with the origin of these families preferably being from diverse geographical areas so as to exploit maximum genetic variation)	15	1. Self-declaration certified by MD / chairman / CEO of entity 2. Evaluation by Technical Committee during Concept Presentation
6.	*Concept Presentation – historical R&D performance for own firm / entity, advantages of proposed technology	15	
7.	*Concept Presentation – understanding of India specific regulations / requirements for the project	15	Evaluation by Technical Committee during Concept Presentation
8.	*Concept Presentation- Proposed design philosophy for the optimum utilisation of the site for the project	5	

9.	Average Net Worth in (last 3 financial years preceding the Bid Due Date)	5	Audited balance sheet, annual report and profit and loss statement
TOTAL		100	

**The Concept Presentation mentioned in points 5-8 shall be evaluated and marked by the Technical Committee constituted by the Authority and MPEDA.*

For points 1 to 4 and 9, the score will be calculated on a pro rata basis. E.g. For point no 1, the bidder with the highest number of years of experience will receive the maximum marks and the rest of the bidders will receive proportionate marks so if the highest experience is 25 years, the Bidder with 25 years will get 15 marks and Bidder with 19 years will get 11.4 marks and a Bidder with 10 years will get 6 marks for that component.

For the purpose of the Bidding Documents, for the conversion of US Dollars to Indian Rupees, the rate of conversion shall be INR 70 to a US Dollar.

2.2.3 In case the Bidder is a Consortium, it should comply with the following additional requirements:

- (a) Bid should contain the information required for each Member of the Consortium, provided number of members of Consortium should not exceed two (2). None of the members in a Consortium should be under any sort of ineligibility under the Bidding Documents;
- (b) The Bid should contain the information required for each member of the Consortium;
- (c) Members of the Consortium shall nominate one (1) member as the lead member (“**Lead Member**”);
- (d) The nomination of the Lead Member shall be supported by a Power of Attorney, as per the format set forth in Annexure D of Appendix-I, signed by all the other members of the Consortium along with the charter document or board resolution in favour of the executant;
- (e) The parties to a Consortium acting through and represented by Lead Member shall sign the Technical Services Agreement with the Authority, and the parties to a Consortium shall be jointly and severally liable if the Project is awarded to the Consortium;
- (f) The Bid should include a brief description of the roles and responsibilities of individual members; and
- (g) Members of the Consortium shall enter into a binding Joint Bidding Agreement (the “**Joint Bidding Agreement**”) for the purpose of submitting the Bid. The Joint Bidding Agreement shall, *inter alia*, convey the intent to enter into the Technical Services Agreement and subsequently carry out all the responsibilities as service provider in terms of the Technical Services Agreement, in case the Project is awarded to the Consortium;

- (h) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

(Note: A copy of the Joint Bidding Agreement should be submitted along with the Bid. The Joint Bidding Agreement entered into between the Members of the Consortium should be specific to the Project and should fulfil the above requirements, failing which the Bid shall be considered non-responsive.)

- 2.2.4 Any entity which has been barred by the Central/ State Government, or any other government institution in India, for any reason, from participating in any project, and the bar subsists as on the Bid Due Date, would not be eligible to submit the Bid, either individually or as Member of a Consortium.

Further, a Bidder including any Consortium member or Associate should, in the last three (3) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium member or Associate, as the case may be, nor should have been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium member or Associate.

Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.4 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

- 2.2.5 The Bid must be accompanied by the audited annual reports, financial statement and balance sheet of the Bidder (or of each Member in case of a Consortium) for the last three (3) financial years preceding the Bid Due Date. The Bidder shall also enclose in its Bid, as per the format set forth in Annexure H of Appendix-I, complete with its Annexes, the certificate(s) from its statutory auditors specifying the Net Worth at the end of the last financial year and the annual Turnover of the Bidder at the close of each of the last three (3) financial years preceding the Bid Due Date as well as specifying that the methodology adopted for calculating such Net Worth and Turnover conforms to the provisions of Clause 2.2.2.

In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory

auditor shall certify the same. In such a case, the Bidder shall provide the audited financial statements for the financial year preceding the latest financial year for which the audited annual report is not being provided.

Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three (3) months of the closing of the latest financial year of the Bidder, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the year preceding its latest financial year.

For the avoidance of doubt, “**financial year**” shall, for the purposes of the Bid hereunder and for the purpose the Bidding Documents and this RFP, mean the accounting year followed by the Bidder in the course of its normal business.

- 2.2.6 No change in the composition of the Consortium is allowed subsequent to the submission of the Bid during the Bidding Process or in case of the Selected Bidder during the Term of the Project, otherwise the Bid shall be disqualified and Bid Security or Performance Security, as the case may be, shall be forfeited.

2.3 **Intentionally left blank.**

2.4 **Cost of Bidding**

- 2.4.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 **Sites visit and verification of information**

- 2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Site and ascertaining for themselves the conditions, location, surroundings, Applicable Laws, Applicable Permits and regulations, and any other matter considered relevant by them for submitting their Bids in response to the RFP.

- 2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the Bidding Documents;
- b) received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution

of the Project in accordance with the Bidding Documents and performance of all its obligations thereunder;

- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Technical Services Agreement; and
- f) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents including the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6 Right to accept and to reject any or all Bids

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6.2 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and / or reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.6.3 The Authority reserves the right to reject any Bid and appropriate the Bid Security if, at any time, a material misrepresentation is made or uncovered or the Bidder does not provide, within the time specified by the Authority, supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the initial Selected Bidder gets disqualified / rejected, then the Authority reserves the right to:

- (a) to choose the Selected Bidder in accordance with Clauses 3.3, 3.4 and 3.5; or
- (b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.6.4 In case it is found during the evaluation or at any time after selection of Qualified Bidders or

Selected Bidders or before/after signing of the Technical Services Agreement or after its execution and during the period of subsistence thereof, one or more of the Minimum Eligibility Criteria have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, notwithstanding anything to the contrary contained in this RFP or in the Bidding Documents and the Technical Services Agreement (if executed) shall be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Selected Bidder, as the case may be. In such an event, the Authority shall have a right to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and Damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

B. RFP DOCUMENTS

- 2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addendum issued in accordance with Clause 2.9. The draft Technical Services Agreement set out in Volume II as part of the Bidding Documents shall be deemed to be part of this RFP.

Invitation for Bids

Section 1.	Introduction
Section 2.	Instructions to Bidders
Section 3.	Evaluation of Bids
Section 4.	Fraud and Corrupt Practices
Section 5.	Pre-Bid Conference
Section 6.	Miscellaneous

Appendices

APPENDIX I.	Formats for Technical Bid
ANNEXURE A.	Letter comprising the Bid
ANNEXURE B.	General Information of Bidder & Statement of the Legal Capacity
ANNEXURE C.	Power of Attorney for Signing of Bid
ANNEXURE D.	Power of Attorney for Lead Member of Consortium
ANNEXURE E.	Bid Security (Bank Guarantee)
ANNEXURE F.	Joint Bidding Agreement
ANNEXURE G.	Technical Capacity of Bidder
ANNEXURE H.	Financial Capacity of Bidder
ANNEXURE I.	Bid Checklist
APPENDIX II.	Financial Bid Evaluation

APPENDIX III e-Procurement Guidelines

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the Bidding Documents including the RFP may notify the Authority by e-mail in accordance with Clause 1.2.6. They should send in their queries before the Bid Due Date specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than five (5) days prior to the Bid Due Date. The responses will be given on e-mail. The Authority may forward all the queries and its responses thereto, to all Bidders without identifying the source of queries and shall endeavor to also upload the responses on the e-Procurement Portal.
- 2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 2.8.2 shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.
- 2.8.4 To facilitate evaluation of the Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the Bid and shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.8.5 If a Bidder does not provide clarifications sought under Clause 2.8.4 above within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing and interpreting the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

2.9 Amendment of RFP

- 2.9.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of an addendum/amendment/corrigendum. (“**Addendum**”).

- 2.9.2 Any Addendum issued hereunder shall be uploaded on the e-Procurement Portal.
- 2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.
- 2.9.4 The Bidders who have downloaded the Bidding Documents are advised to regularly check for amendments/corrigendum/clarifications, if any issued by the Authority and which shall form part and parcel of the Bidding Documents. Such amendments /corrigendum s will be posted on the e-Procurement Portal. Any ignorance on the part of the Bidder in not checking the e-Procurement Portal will not be an excuse and the Authority not be responsible if any Bidder omits to notice any amendments/corrigendum/ clarification.

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

- 2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects and which are submitted on the e-Procurement Portal on or prior to the Bid Due Date. Incomplete and /or conditional Bids or Bids not submitted online on e-Procurement Portal shall be rejected.
- 2.10.2 The Bidders shall submit both the Technical Bid as well as the Financial Bid, along with all the annexures thereto, on the e-Procurement Portal. Each page of the Bid shall be signed digitally by the Bidder. The Bidders shall complete uploading their Bids by signing with Class III - Digital Signature Certificates, upon uploading the soft copy of the Technical Bid and the Financial Bid to the e-Procurement Portal. In case of the Bidder being a Consortium, the Lead Member shall digitally sign each page of the Bid and upon uploading the Bid on the e-Procurement Portal shall sign using Class III - Digital Signature Certificates. For the avoidance of doubt, the Bidders shall be required to acquire and procure a Class III Digital Signature Certificate for the purpose of submission of the Bid.
- 2.10.3 The Bidders shall also be required to submit a physical hard copy of only the Enclosures of Bid as specified in Clause 2.11.1(c) below in accordance with the terms specified in this RFP. The hard copy of the Enclosures of Bid shall be signed by the authorized signatory of the Bidder who shall also initial each page in indelible blue ink. The Bidder shall also ensure that the scanned copy of the Enclosures of Bid shall be uploaded along with the Technical Bid on the e-Procurement Portal. For the avoidance of doubt, under no circumstance shall a hard copy of Financial Bid be submitted along with hard copy submission of Enclosures of Bid. Submission of a hard copy of the Financial Bid shall lead to the entire Bid being declared as non-responsive.

2.11 Submission of Bids

2.11.1 The Bidder shall submit the Technical Bid, online and only the Enclosures of Bid shall be submitted in hard copy at the address specified in Clause 2.11.4. The Financial Bid shall be submitted online only on the e-Procurement Portal in the format provided on the e-Procurement Portal. The manner and process of evaluation of the Financial Bid and the indicative format has been provided in Appendix II. There shall be no physical hard copy submission of the Financial Bid under any circumstance.

The Technical Bid shall comprise of the following documents along with supporting documents as appropriate:

(a) **Technical Bid:**

- a. Letter comprising the Bid (Appendix – I - **ANNEXURE A**);
- b. General Information of Bidder and Statement of the Legal Capacity (Appendix – I - **ANNEXURE B**);
- c. Power of Attorney for signing of Bid in the prescribed format (Appendix – I - **ANNEXURE C**);
- d. If applicable, the Power of Attorney for Lead Member of Consortium (Appendix – I - **ANNEXURE D**);
- e. Bank Guarantee for Bid Security (Appendix – I - **ANNEXURE E**);
- f. Joint Bidding Agreement (in case of Consortium) (Appendix – I - **ANNEXURE F**);
- g. Technical Capacity of the Bidder (Appendix – I - **ANNEXURE G**);
- h. Financial Capacity of the Bidder (Appendix – I - **ANNEXURE H**);
- i. Bid Checklist (Appendix – I - **ANNEXURE I**);
- j. A copy of the Technical Services Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.
- k. All Addendum, Corrigendum and responses to Pre-Bid Queries published by the Authority with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.
- l. Copies of the incorporation documents or charter documents.
- m. Audited annual report, balance sheet and financial statement for the last three (3) financial years preceding the Bid Due Date.

(b) **Financial Bid**

The Financial Bid, which shall be uploaded online (no hard copy submission), shall only be submitted in the excel sheet format provided on the e-Procurement Portal. The format provided in Appendix II is indicative only and is for reference purposes.

(c) **Enclosures of Bid**

The following documents have to be submitted in physical hard copy on or prior to the Bid Due Date to the person and address mentioned herein below in Clause 2.11.4:

- i) Letter comprising the Bid (Appendix – I - **ANNEXURE A**);
- ii) Power of Attorney for signing of Bid in the prescribed format along with the board resolution/charter document in favour of the executant (Appendix – I - **ANNEXURE C**)
- iii) Power of Attorney for Lead Member of Consortium in the prescribed format along with the board resolution/charter document in favour of the executant (only in case of Consortium) (Appendix – I - **ANNEXURE D**);
- iv) Bank Guarantee in the prescribed format for the purpose of Bid Security (Appendix -I- **ANNEXURE E**);
- v) An executed Joint Bidding Agreement (in case of Consortium) in the prescribed format (Appendix -I- **ANNEXURE F**).

2.11.2 The Technical Bid shall be submitted online and uploaded on the e-Procurement Portal. The Bidder shall also provide one physical hard copy of the Technical Bid specified in Clause 2.11.1 (a) in accordance with the terms provided in this RFP. For the online submission, each page of the Technical Bid, including the annexures thereto, shall be signed digitally by the authorized signatory of the Bidder. The Bidders are required to sign their Bids using Class III - Digital Certificates at the time of uploading the soft copy of the Technical Bid. In case of a Consortium, every page of the Technical Bid and all annexures thereof shall be signed digitally by the Lead Member.

2.11.3 The Financial Bid shall be submitted online on the e-Procurement Portal only in the excel sheet format provided on the e-Procurement Portal. Physical hard copy submission of the Financial Bid shall lead to the Bid being declared as non-responsive. Upon uploading the Financial Bid on the e-Procurement Portal, the Bidders shall be required to sign and encrypt using Class III- Digital Certificates.

2.11.4 The hard copy of the Enclosures of Bid shall be placed in an envelope bearing the following:

“Enclosures of Bid for Appointment of Strategic Partner for Design, Technical Inputs and Operation of Nucleus Breeding Centre for *L. vannamei*” and shall clearly indicate the name and address of the Bidder.

The aforementioned hard copy of the Enclosures of Bid shall be submitted to the following address:

***The Marine Products Export Development Authority
Regional Division
No. AH – 125, 8th Main Road, 4th Street,***

***Shanthi Colony, Anna Nagar,
Chennai - 600 040, Tamil Nadu.***

- 2.11.5 If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.
- 2.11.6 In the event of any discrepancy between the scanned copy of the Enclosures of Bid uploaded to the e-Procurement Portal and the hard copy of the Enclosures of Bid, the hard copy will prevail.
- 2.11.7 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.12 Bid Due Date and Time

- 2.12.1 Both the Technical Bid and the Financial Bid should be submitted online on the e-Procurement Portal or before the time specified in Clause 1.3 on or before the Bid Due Date in the manner and form as detailed in this RFP. For the avoidance of doubt, the hard copy submission of the Enclosures of Bid shall also be completed on or before the time specified in Clause 1.3 and on or before the Bid Due Date failing which the Bid shall be rejected as non-responsive and returned unopened.
- 2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date and specified time by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.13 Late Bids

Bids (both online submission on e-Procurement Portal and hard copy submission of Technical Bid) received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected and returned unopened.

2.14 Contents of the Bid

- 2.14.1 The Technical Bid for the Project shall be furnished in the formats provided under Appendix– I.
- 2.14.2 The Financial Bid shall be furnished in the excel sheet format provided on the e-Procurement Portal. The format provided in Appendix II is indicative in nature and is for the purpose of providing reference to the Bidders. The Bidder shall specify the Bid Price payable to the Bidder by the Authority in accordance with this RFP and the provisions of the Technical Services Agreement.
- 2.14.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.15 Modifications/ Substitution/ Withdrawal of Bids

- 2.15.1 The Bidder may substitute or modify or withdraw its Bid after submission at any time prior to the specified time on the Bid Due Date. No Bid will be substituted or withdrawn or modified by the Bidder on or after the specified time on the Bid Due Date.
- 2.15.2 The Bidder may substitute or modify or withdraw the Bid by uploading a scanned copy of a letter addressed to the person mentioned in Clause 2.11.4. The Bidder should also deliver the original substitution or withdrawal or modification letter/notice to the Authority to substitute or withdraw or modify the hard copy of the Technical Bid submitted to the Authority.
- 2.15.3 The hard copy of the modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 2.11, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.15.4 If the Authority receives a substitution notice from a Bidder before the specified time on the Bid Due Date, then the Bidder will be allowed to substitute its original Bid, and the hard copy of the Enclosures of Bid shall be returned unopened.
- 2.15.5 Any alteration/ modification in the Bid or additional information supplied subsequent to the specified time on the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.16 Rejection of Bids

- 2.16.1 If any Bid received by the Authority is found not signed and/or sealed and/or marked as stipulated in Clauses 2.10 and 2.11, and/or not accompanied by the Bid Security as specified in Clause 1.2.3, it may be summarily rejected.
- 2.16.2 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul Bidding Process and to reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason whatsoever. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite fresh Bids hereunder.
- 2.16.3 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17 Validity of Bids

- 2.17.1 The Bids shall be valid for a period of not less than one hundred and twenty (120) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the Authority in relation to, or regarding matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or for the purpose of enforcing or for asserting any right or privilege of the statutory entity and/ or the Authority, or as may be required by law or in connection with any legal process.

2.19 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.20 Bid Security

- 2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 1.2.3 in the form of a bank guarantee issued by a Scheduled Bank in India, in favour of the Authority in the format set forth in Annexure E of Appendix –I (“**Bank Guarantee**”) and having a validity period of not less than one hundred and eighty (180) days from the Bid Due Date, as may be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, “**Scheduled Bank**” shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.20.2 The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.20.3 Save as provided in Clause 1.2.3, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on selection of the Selected Bidder(s) or when the Bidding process is cancelled by the Authority.
- 2.20.4 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Bidder signing the Technical Services Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder(s)’ option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him

in accordance with the provisions of the Technical Services Agreement.

- 2.20.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.20.6 hereinbelow. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.20.6 The Bid Security shall be forfeited and appropriated by the Authority as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Technical Services Agreement, or otherwise, under the following conditions:
- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
 - (b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
 - (c) In the case of Selected Bidder(s), if it fails within the specified time limit -
 - (i) To sign the Letter of Award;
 - (ii) Sign the Technical Services Agreement; or
 - (iii) To furnish the Performance Security within the period prescribed thereof in the Technical Services Agreement;
- i. In case the Selected Bidder(s), having signed the Technical Services Agreement, commits any breach thereof prior to furnishing the Performance Security; or
 - ii. In case the credentials of the Selected Bidder, as submitted in its Bid, are not corroborated, upon physical verification of the facilities of the Selected Bidder by the Technical Committee, and the Authority chooses to reject the Bid on grounds of such non-corroboration, subject to clarification, if any, as per Clause 1.2.1.
- 2.20.7 The Bid Security of Bidders whose Bid is rejected on account of not meeting the Minimum Eligibility Criteria will be returned to such unsuccessful Bidder, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder post physical verification or when the Bidding Process is cancelled by the Authority and in any case within a period of sixty (60) days from the Bid Due Date.

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

3.1.1 The Authority shall open the Technical Bid on the e-Procurement Portal at the prescribed time in Clause 1.3 and the place specified in Clause 2.11.4 in the presence of the Bidders and their authorized representatives who choose to attend.

3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

3.1.3 To facilitate evaluation of Technical Bid, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical Bid.

3.2 Tests of responsiveness

3.2.1 As part of the evaluation of Technical Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- (a) it is received as per the format at Appendix – I;
- (b) it is received by the Authority on or before the specified time on the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
- (c) the Technical Bid and the annexures thereof are digitally signed and submitted as stipulated in Clauses 2.10 and 2.11;
- (d) it is accompanied by the Bid Security as specified in Clause 1.2.3;
- (e) it is accompanied by the Power(s) of Attorney as specified in Clause 2.1.10 and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.3 (d), as the case may be;
- (f) it does not contain any condition or qualification;
- (g) it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project, as stipulated in this RFP;
- (h) it is not non-responsive in terms hereof; and
- (i) the hard copy of the Technical Bid is bound, sealed and signed and marked as stipulated in accordance with Clauses 2.10 and 2.11.

For the avoidance of doubt, the Technical Bid shall only be considered responsive if the Bidder has submitted and uploaded the scanned copy of the Enclosures of Bid.

- 3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3 Evaluation of Technical Bid

- 3.3.1 The Bidders considered as responsive in terms of Clause 3.2.1 and fulfilling the Minimum Eligibility Criteria as set forth in Clause 2.2.2 shall be further evaluated based on the evaluation criteria set forth in the RFP in Clause 2.2.2.

- 3.3.2 Financial Bids of only Qualified Bidders shall be considered for evaluation and Qualified bidders shall then be invited for the opening of Financial Bids.

3.4 Opening and Evaluation of Financial Bid

The Financial Bids shall be opened online on the e-Procurement Portal. The Authority shall open the Financial Bids on date and time mentioned in Clause 1.3 in the presence of the authorized representatives of the Bidders who may choose to attend. The Authority shall publicly announce the Financial Bid for each of the Qualified Bidders.

3.5 Selection of Bidder

- 3.5.1 The Authority shall select the Bidder through a QCBS process. Technical Bids and Financial Bids shall be evaluated based on parameters specified in this RFP document. Based on the Technical Bid, which shall include the evaluation of the Concept Presentation as well, and the Financial Bid, the technical and financial scores respectively shall be given to each Bidder. The technical score will be awarded as per the criteria given in Clause 2.2.2. Financial Bid will include the total Bid Price for the Services as evaluation in accordance with the method specified in Appendix II, and the Bidder quoting the lowest Bid Price will get the maximum financial score of 100. Financial scores of other Bidders shall be given in proportionately. 70% weightage shall be assigned to technical score and 30% weightage shall be assigned to the financial score. Total score shall be calculated as:

Total Score = (70% x Technical Score) + (30% x Financial Score)

Wherein Financial Score = $100 \times (\text{Lowest Financial Bid} / \text{Financial Bid})$

The Bidder with highest total score shall, subject always to the proviso below, be considered to be declared as the selected bidder (“**Selected Bidder**”).

Provided however, that the award of the Project to the Selected Bidder, shall be subject to the outcome of the physical verification and on-site inspection and the consequent report prepared by the Technical Committee post such physical verification and inspection of the projects and credentials relied upon by the Selected Bidder for the purpose of qualification under this RFP. The Technical Committee shall confirm, upon on-site inspection of Nucleus Breeding Centre and allied facilities and credentials mentioned in the Bid of the Selected Bidder, the correctness of such credentials.

Upon completion of such physical verification and on-site inspection, the Technical Committee shall submit a written report to the Authority either confirming the correctness of the credentials submitted by the Bidder in the Technical Bid or rejecting the credentials, either in whole or in part, of the Selected Bidder, as submitted in the Technical Bid due to non-corroboration of the credentials submitted in the Technical Bid and the credentials which were actually observed and verified during physical verification of the facilities of the Selected Bidder. In case of rejection of credentials, either in whole or in part, the Authority may in its sole discretion decide to seek clarifications from the Selected Bidder, and for this purpose provide the copy of the written report to the Selected Bidder, or a summary of the relevant excerpts demonstrating the adverse finding based on which the rejection is made.

The Authority shall at its sole discretion, determine whether to accept the explanation and clarification if provided by the Selected Bidder or in cases otherwise go ahead with the existing findings and reject the Bid of the Selected Bidder and thereafter the consequences set out in Clause 1.2.1 shall follow.

In case of acceptance and confirmation of the correctness of credentials the LOA shall be issued to the Selected Bidder in accordance with Clause 3.5.4.

- 3.5.2 The remaining Qualified Bidders shall be kept in reserve and the second ranked Bidder i.e. the Qualified Bidder scoring second highest Total Score ("**Second Ranked Bidder**") may be declared as the Selected Bidder, in case the Selected Bidder withdraws or is not awarded the Project due to non-corroboration of the credentials upon physical verification or for any other reasons as set out in the RFP. In the event that such Second Ranked Bidder withdraws or is not selected for any reason, the Authority may invite fresh Bids from all Qualified Bidders or annul the Bidding Process.
- 3.5.3 In the event that two (2) or more Qualified Bidders have the same overall Total Score (the "**Tie Bidders**") for the Project, the Qualified Bidder shall be identified as the bidder which has the higher technical score among the bids in the tie.
- 3.5.4 After the credentials of the Selected Bidder, as submitted in its Bid, are successfully verified and corroborated by the Technical Committee during the physical on-site visit, a Letter of Award

(the “**LOA**”) shall be issued, in duplicate within the timeline stipulated in Clause 1.3, by the Authority to the Selected Bidder and the Selected Bidder shall, within fourteen (14) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder(s) is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LOA, and the next eligible Bidder may be considered.

- 3.5.5 After acknowledgement of the LOA as aforesaid by the Selected Bidder(s), it shall execute the Technical Services Agreement within the period prescribed in Clause 1.3. The Selected Bidder(s) shall not be entitled to seek any deviations in the Technical Services Agreement. For the avoidance of doubt, the Strategic Partner shall be entitled to received payment in denominated foreign currency as per the terms of the Technical Services Agreement, subject to Applicable Laws.

3.6 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

3.7 Correspondence with Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

- 3.8 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 3.9 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Technical Services Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Technical Services Agreement, the Authority shall reject a Bid, withdraw the LOA, or terminate the Technical Services Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Selected Bidder, as the case may be, if it determines that the Bidder or Selected Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Technical Services Agreement, if a Bidder or Strategic Partner, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Technical Services Agreement, such Bidder or Strategic Partner shall not be eligible to participate in any tender or RFP issued by the Authority during a period of two (2) years from the date such Bidder or service provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) “**corrupt practice**” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for the avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Technical Services Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one (1) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);
 - b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of

facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

- c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement amongst Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID MEETING

- 5.1 Pre-bid meeting of the Bidders shall be convened at the designated date and time provided in Clause 1.3 of the RFP. A maximum of three (3) representatives of each Bidder shall be allowed to participate on production of authorization letter from the Bidder. The place of the Pre-bid meeting shall be intimated to the Bidders by the Authority.
- 5.2 During the course of pre-bid meeting, the Bidders shall be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.3 The Authority may also organize additional pre-bid meeting and site visits and the details regarding the same will be made available on the website of the Authority and the e-Procurement Portal.
- 5.4 Bidders are encouraged to attend the Pre-Bid meetings in person. Provided however if the Bidder intimates the Authority seven (7) days prior to the date of pre-bid meeting, its inability to attend the pre-bid meeting in person, then the Authority and MPEDA may consider allowing such Bidder to attend the pre-bid meeting through video conferencing.

6 MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by and construed in accordance with the laws of India and the courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; or
 - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

**APPENDIX – I:
FORMATS FOR TECHNICAL BID**

**ANNEXURE A
LETTER COMPRISING THE BID**

Dated:

To

The Project Director,
Rajiv Gandhi Centre for Aquaculture,
3/197, Poompuhar Road, Karaimedu Village,
Sattanathapuram Post, Sirkali Taluk,
Nagapattinam District, Tamil Nadu 609109
Email: rgcaho@gmail.com
Tel: 04364 265 200

Sub: *Bid for Appointment of Strategic Partner for Provision of Concept Design, Supply of L. vannamei and Operation of Nucleus Breeding Centre at Kanyakumari*

Dear Sir,

1. With reference to your RFP document dated [*insert date*], I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of Strategic Partner for the aforesaid Project, and we certify that all information provided in the Bid and in Appendix I and Appendix II is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as a Strategic Partner for undertaking the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or required to supplement or authenticate the Bid.
5. 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.

6. We certify that in the last three (3) years, we/ any of the Consortium Members or our/their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract, nor have had any contract terminated for breach on our part.
7. I/ We declare that:
 - a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
 - b) I/ We do not have any Conflict of Interest in accordance with Clause 2.1.14 of the RFP;
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice, as defined in Clause 4.3 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any authority, Central or State; and
 - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the provisions of this RFP.
9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the Net Worth and Turnover criteria and meet(s) all the requirements as specified in this RFP.
10. I/ We declare that we/ any Member of the Consortium are/ is not a Member of a/ any other Consortium submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, I/ we/any Member of the Consortium of any of our/their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/We further certify that in regard to matters relating to security and integrity of the country, I/

we/any Member of the Consortium or any of our/their Associates have not been charge-sheeted by any agency of the government/Authority or convicted by a Court of Law for any offence committed by us or by any of our Associates.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us/any Member of Consortium or against our/their Associates or against our/ their CEO or any of our Directors.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of provisions of this RFP, we shall intimate the Authority of the same immediately.
15. I/We undertake that the Statement of Legal Capacity as per format provided at Annexure – B of the RFP document, and duly signed, is enclosed. The Power of Attorney for Signing of Bid and the Power of Attorney for Lead Member of Consortium, as per formats provided at Annexure C and D respectively of the RFP, are also enclosed.
16. [We acknowledge that our Consortium/ proposed Consortium is qualified on the basis of Technical Capacity and Financial Capacity of its Members. We further agree and acknowledge that the Consortium Members shall be jointly and severally responsible for the obligations contained in the Bidding Documents.]¹
17. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of selection of the Strategic Partner under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Technical Services Agreement, it would, notwithstanding anything to the contrary contained in the Technical Services Agreement, be deemed a breach thereof, and the Strategic Partner shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
18. I/ We understand that the Selected Bidder shall be an existing { Company/proprietorship firm/insert nature of entity } incorporated under relevant laws of or from outside India under equivalent law.
19. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the Project and the terms and implementation thereof.

¹ To be retained only in case of a Consortium.

20. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Technical Services Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
21. I/We have studied all the Bidding Documents carefully and also surveyed the Site. I/ We understand that except to the extent as expressly set forth in the Technical Services Agreement, I/ we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of it.
22. Each component of the Bid Price has been arrived at by me/us after taking into consideration all the terms and conditions stated in the RFP, Technical Services Agreement, our own estimates of costs and after a careful assessment of the Site and all the conditions that may affect the Contract Fee and implementation of the Project.
23. The Bid Security in accordance with this RFP and in the form of a Bank Guarantee is attached.
24. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / service is not awarded to me/us or our Bid is not opened.
25. I/We agree and undertake to abide by all the terms and conditions of the RFP.
26. [We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Service Provider under the Technical Services Agreement.]²
27. [I/we agree and hereby undertake that during the course and purpose of this Project we shall not import and supply the *L. vannamei* shrimps from a country which is engaged in commercial production and farming of *L. vannaemi* shrimps.]
28. I/we agree and hereby undertake that during the course and purpose of this Project I/we shall not import and supply PL of *L. vannamei* shrimps from a country where import of shrimps has been banned by the Government of India vide notification/government order (Order No 35027G/2013 dated May 21, 2013 issued by the Ministry of Agriculture, Department of Animal Husbandry, Dairying and Fisheries), due to shrimps from such countries being affected by the Acute Hepatopancreatic Necrosis Syndrome (AHPNS), commonly known as the Early Mortality Syndrome.
29. I/we agree and hereby undertake that during the course and for the purpose of this Project I/we shall not import and supply the PL of *L. vannamei* shrimps from countries which are engaged in commercial production of shrimps i.e. countries which are producing 50,000 tonnes or more of *L.*

² To be retained only in case the Bidder is a Consortium.

vannamei shrimps in the previous year, prior to the Bid Due Date.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

ANNEXURE B
GENERAL INFORMATION OF BIDDER

1.
 - a) Name³:
 - b) Country of incorporation:
 - c) Address of the {corporate headquarters and its branch office(s)/ registered office}, if any, in India:
 - d) Date of incorporation and/ or commencement of business:
2. Brief description of the {Company/any other entity} including details of its main lines of business and proposed role and responsibilities in the Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.3(g) should be attached to the Bid.

³ Relevant documents/ chartered documents/ constitutional documents related to incorporation/ partnership/ proprietorship nature of the company must be attached along with this Annexure as mentioned in Clause 2.2.1 (b)

(c) Information regarding the role of each Member should be provided as per table below:

S. No.	Name of Member	Role*
1		
2		

* The role of each Member, as may be determined by the Bidder, should be indicated.

(d) The following information shall also be provided for **each Member** of the Consortium and/or Associate[§]:

Name of Bidder/ Member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/constituent of the Consortium/its Associate been barred by the {Central/State} authority, or any other government institution in India, from participating in any project.		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder/constituent of the Consortium/its Associate paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three (3) years?		

6. A statement by the **Bidder and each of the Members** of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below. (Attach extra sheets, if necessary.)

[§] Provide details of only those Associates whose Technical Capacity and Net Worth are to be evaluated

7. Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,

Dear Sir,

We hereby confirm that we/our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the Bid document.

[We have agreed that (insert member's name) will act as the Lead Member of our Consortium.]**

We have agreed that (insert individual's name) will act as our representative/will act as the representative of the Consortium on its behalf* and has been duly authorized to submit the Bid. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

*Please strike out whichever is not applicable.

** To be retained only in case of a Consortium

ANNEXURE C
POWER OF ATTORNEY FOR SIGNING OF BID
(Refer Clause 2.1.10)

Know all men by these presents, We, _____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. _____/ Ms _____(Name), son/daughter/wife of _____and presently residing at _____, who is {presently employed with us/the Lead Member of our Consortium and holding the position of _____,} as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for *Appointment of Strategic Partner for Provision of Concept Design, Supply of L. vannamei and Operation of Nucleus Breeding Centre at Kanyakumari* (“Project”) proposed or being developed by the Rajiv Gandhi Centre for Aquaculture (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participation in bidders’ meetings and other conferences and providing information /responses to the Authority, representing us in all matters before the Authority, signing and execution of all documents and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the Project and/or upon award thereof to us and/or till the completion of the Project as per the Technical Services Agreement with the Authority or any entity representing the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____, 20**.

For

.....

(Signature)

Witnesses:

(Name, Title and Address)

- 1.
- 2.

[Notarised]

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under Applicable Laws).*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*
- *However, in the countries, which are members of the Hague Convention, the document has to be notarized by the public notary and apostilled by the designated competent authority of the issuing country.*

ANNEXURE D
POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM
(Refer Clauses 2.2.3(c) and 2.1.10)

Whereas the Rajiv Gandhi Centre for Aquaculture (“Authority”) has invited bids for (“Project”).

Whereas, _____ and _____ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____ and M/s. _____, having our registered office at _____, {insert the respective names and addresses of the registered office} (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Project, during the execution of the Project until the expiry of the Term of the Technical Services Agreement, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ meetings and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Authority agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the completion of the Project as per Technical Services Agreement entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20**.

For _____

(signature)
(Name & Title)

For _____

(Signature)
(Name & Title)

(Executants)
(To be executed by all the Members of the Consortium)

Witnesses:

[Notarised]

- 1.
- 2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *Power of Attorney should be executed on a non judicial stamp paper of appropriate value as relevant to the place of execution (if required under Applicable Laws).*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*
- *However, in the countries, which are members of the Hague Convention, the document has to be notarized by the public notary and apostilled by the designated competent authority of the issuing country*

ANNEXURE E
FORMAT FOR BID SECURITY (BANK GUARANTEE)

(Refer Clauses 1.2.3, 2.1.9 and 2.20.1)

(To be executed on Stamp paper of appropriate value)

B.G. No.

Dated:

In consideration of you, the Rajiv Gandhi Centre for Aquaculture (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of {a Company registered under the provisions of the Companies Act, 1956/2013 or Applicable Laws of the country of incorporation or any other entity registered/incorporated under the relevant laws of India or the Applicable Laws of another country} and having its registered office at {and acting on behalf of its Consortium} (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for..... (hereinafter referred to as the “Project”) pursuant to the RFP Document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at _____ and one of its branches at Sirkazhi/Chennai (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. (Rupeesonly) as bid security (hereinafter referred to as the “Bid Security”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

1. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to:
 - (a) keep its Bid valid and open during the Bid validity period, as set forth in the said Bidding Documents, for any reason whatsoever.
 - (b) sign the Letter of Award and/or the Technical Services Agreement, within the specified time limit;
 - (c) furnish the Performance Security within the period prescribed in the Technical Services Agreement;

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted

to an amount not exceeding Rs..... (Rupees only).

3. This Guarantee shall be irrevocable and remain in full force for a period of One Hundred and Eighty (180) days from the Bid Due Date inclusive of a claim period of sixty (60) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents. The decision of the Authority, that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
4. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
5. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
6. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
7. We undertake to make the payment on receipt of your notice of claim on us addressed to [*name of Bank along with branch address*] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
8. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
9. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

10. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms. _____, its _____ and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

ANNEXURE F
JOINT BIDDING AGREEMENT

(Refer Clause 2.2.3 (g))
(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {....., a company/any other entity incorporated/registered under the} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {....., a company/any other entity incorporated/registered under the} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

WHEREAS,

- (A) **Rajiv Gandhi Centre for Aquaculture**, an autonomous society under the aegis of Marine Products Export Development Authority (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “**Bids**”) by its Request for Qualification No. dated (the “**RFP**”) for selection of bidders for” (the “**Project**”).
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP and other Bidding Documents in respect of the Project, and
- (C) It is a necessary condition under the RFP that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes

of jointly participating in the Bidding Process for the Project.

- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall enter into a Technical Services Agreement with the Authority and perform all its obligations in terms of the Technical Services Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake that Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium throughout the contract period.

The Lead Member M/s would be responsible for the following obligations in the Technical Services Agreement for the Project

-
-
-
-

The other member M/s would be responsible for the following obligations in the Technical Services Agreement for the Project.

-
-
-

The Parties are together responsible for performing all its obligations in terms of the Technical Services Agreement for the Project.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Technical Services Agreement.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or authority action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other Governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or threatened, to the best of such Party's knowledge, which it or any of its Associate/affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the termination of the Technical Services Agreement. However, in case the Consortium is either not declared as a Qualified Bidder by the Authority or does not get selected as the Selected Bidder for the Project, post physical verification, the Agreement will stand terminated upon return of the Bid Security by the Authority to the Bidder in terms of the

Bidding Documents.

8. Miscellaneous

- 8.1 This Joint Bidding Agreement shall be governed by the laws of India.
- 8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:
(Signature)

(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
PARTY OF THE SECOND PART by:
(Signature)

(Name)
(Designation)
(Address)

In the presence of:

1. _____ 2. _____

Notes:

- The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
- For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*
- However, in the countries, which are members of the Hague Convention, the document has to*

be notarized by the public notary and apostilled by the designated competent authority of the issuing country.

ANNEXURE G
TECHNICAL CAPACITY OF BIDDER
(Refer to Clause 2.2.2 of the RFP)

Form 1: Summary of Experience

The information regarding the relevant experience of the firm should be provided in the format below.
 Name of Bidder:

<i>Experience: Design of a Nucleus Breeding Centre which has a capacity to develop and maintain at least 50 families of <i>L. vannamei</i> shrimps in the 10 years immediately preceding Bid Due Date</i>	
Project Name:	Location of Project:
Project Description:	Date of Establishment of the NBC:
Capacity of NBC (in terms of capacity to develop number of families):	
Name of Client:	Address of Client:
	Contact phone number and e-mail of Client:

<i>Experience: Successfully developed at least 50 families of <i>L. vannamei</i>, through its own research and development activities, in the last ten (10) years immediately preceding Bid Due Date</i>	
Project Name:	Location of Project:
Project Description:	Date on which the 50 families have been developed at the Project:
Number of families developed through its own research and development activities:	

Name of Client (if applicable):	Address of Client (if applicable): Contact phone number and e-mail of Client:
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Signature of Bidder/Lead Member

Note:

- a. The Project Data Sheets should necessarily be accompanied by notarized certificates from clients for successful completion of contract and/or statutory auditor's certificate⁶ and/or agreement copy and/or Letter of Award and/or project completion certificate, as the case may be, so as to demonstrate proof of experience.
- b. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/Member/Associate, in the ordinary course of business, may provide the requisite certification.

The proof of the total Project cost, services offered, completion year and description of the services offered must be provided by the Bidder for consideration as sufficient proof of experience. Projects without proof of experience shall not be considered for evaluation. In case the Bidder is an entity from outside India then the completion certificate shall be in English duly notarized. Translated copy shall also be notarized.

⁶ In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary

ANNEXURE H
FINANCIAL CAPACITY OF BIDDER

(to be certified by the statutory auditor of Bidder/ along with the separate certificate of statutory auditor of respective Members/Associates of the Consortium)

(Refer to Clause 2.2.2 of the RFP)

I.

(In INR/USD)		
Bidder Type	Average Annual Turnover of Three (3) Financial Years Immediately Preceding the Bid Due Date	Net Worth (Close of the preceding financial year prior to Bid Due Date)
As on	NA	31 st March 2019
Sole entity Bidder/ Lead Member		
Other Member of a Consortium		
TOTAL		

It is certified that the calculation of Net Worth and Turnover have been carried out as per the formula presented in Clause 2.2.2 of the RFP.

Name & address of Bidder's Bankers:

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and annual reports in accordance with Clause 2.2.5 of the RFP. The financial statements shall:
 - a. reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - b. be audited by a statutory auditor;
 - c. be complete, including all notes to the financial statements; and
 - d. correspond to accounting periods already completed and audited (no statements for

partial periods shall be requested or accepted).

Note:

- 1. In case of a Consortium the Financial Statement reflecting the Net Worth of all the relevant Member(s) and/or its/their Associates being evaluated to meet the Financial Capacity shall be prepared and signed by the Lead Member, and the certificates from statutory auditors of the relevant Members shall be attached to this Financial Statement.*

**ANNEXURE I
BID CHECKLIST**

S. No	Item	Checked by Bidder	Checked by Authority
1	Letter comprising the Bid (Appendix – I - ANNEXURE A);		
2	General Information of Bidder & Statement of the Legal Capacity (Appendix – I - ANNEXURE B)		
3	Power of Attorney for signing of Bid in the prescribed format (Appendix – I - ANNEXURE C);		
4	If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (Appendix – I - ANNEXURE D);		
5	Bid Security in the prescribed format (Appendix – I - ANNEXURE E);		
6	Joint Bidding Agreement (in case of Consortium) (Appendix – I - ANNEXURE F);		
7	Technical Capacity of the Bidder (Appendix – I - ANNEXURE G);		
8	Financial Capacity of the Bidder (Appendix – I - ANNEXURE H);		
9	A copy of the Technical Services Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney		
10.	Incorporation Documents/ Charter Documents		
11	All Addendum, Corrigendum and responses to Pre-Bid Queries published by the Authority with each page initialled by the person signing the Bid in pursuance of the Power of Attorney		
12	Copy of the audited annual report, balance sheet and profit and loss statement for the last three (3) financial years		

APPENDIX – II: FINANCIAL BID EVALUATION

As part of submission of the Financial Bid, the Bidder shall be required to provide the following quotes:

<u>Sl. No.</u>	<u>Description</u>	<u>Financial Quote by Bidders (both in figures and words)</u>
A	Lump sum fee for provision of the Services during the Design Phase (<i>as defined in the Technical Services Agreement</i>)	\$ [**]/INR [**]
B	Fee for supply of six (6) cohorts of Evaluation Stream of PL of <i>L. vannamei</i> for the first three (3) years of the Term of the Technical Services Agreement	\$ [**]/ INR [**] per cohort of Evaluation Stream
C	Fee for supply of six (6) cohorts of Germplasm Stream of PL of <i>L. vannamei</i> for the first three (3) years of the Term of the Technical Services Agreement.	\$ [**]/ INR [**] per cohort of Germplasm Stream
D	Fee for the provision of Services including deployment of personnel for the first two (2) years/twenty-four (24) months post Commissioning of NBC	\$ [**]/ INR [**] per month
E	Fee for provision of Services for the Project for a period of four (4) years/forty-eight (48) months from the completion of Operations Phase I (<i>as defined in the Technical Services Agreement</i>)	\$ [**]/INR [**] per month
F	A one-time lump sum fee for supply, development and submission of at least thirty (30) distinct least in-breeding <i>L. vannamei</i> families along with the Pedigree Data	\$ [**]/INR [**]

For the purpose of evaluation of the Financial Bid, the Bid Price shall be taken into consideration by the Authority. The Bid Price shall be computed by the Authority in the following manner:

Bid Price= A+B+C+D+E+F

The Bidder shall take note of the following:

- a) The detailed manner and method of payment of each of the components mentioned above in the table has been set forth in the Technical Services Agreement and the Bidders are to refer to the Technical Services Agreement for further clarity on payment terms.
- b) The Bidder shall not submit a hard copy of the Financial Bid under any circumstance. The above tabular format is for representative and explanatory purposes only. The same format shall be available on the e-Procurement Portal and the Bidder shall submit the Financial Bid on the e-Procurement Portal only.

- c) For component 'D' above, the number of personnel and minimum educational qualifications shall be as per the terms provided in Schedule A of the Technical Services Agreement.
- d) The Financial Bid shall be quoted by the Bidders either in United States Dollars or in Indian Rupees. The payment of the relevant fees under the Technical Services Agreement shall be in the currency in which the Bidder quotes the Financial Bid.
- e) The Bidders hereby understand and agree that each and every component of the Financial Bid, as specified hereinabove in the table, shall be quoted in the same currency i.e. in either Indian Rupees or United States Dollars. A Bidder whose Financial Bid has different components being quoted in different currencies, shall have its Bid treated as non-responsive.

APPENDIX III E-PROCUREMENT GUIDELINES

The following are the guidelines to be followed by the Bidders during the submission of the respective Bids on the e-Procurement Portal:

1. The Bidder shall be required to register itself on <https://eprocure.gov.in>, which is the e-Procurement Portal by filling out an enrolment form. Upon registration on the e-Procurement Portal, each Bidder shall be provided an User ID and password for submitting the Bid. For the purpose of registration, in case of foreign bidders, while completing the enrolment form, in case such foreign bidder does not have a registered office or representatives in India and therefore does not possess a PAN/TAN, they may enter the dummy value TEMPZ9999Z as a PAN number and continue the process.
2. Bidders, in order to participate in the bidding process, have to procure a Class III encryption type Digital Signature Certificate (DSC) so as to participate in online bidding on the e-Procurement Portal. This DSC will be required for digitally signing the bid. Bidders can get the abovementioned DSC from certifying authorities approved by the Controller of Certifying Authorities in India. Bidders, who already possess valid DSCs, need not procure new DSC.
3. In case of foreign bidders, the bidder in question has to acquire and possess a Class III DSC issued by an Indian certifying authority which issues DSCs to foreigners without requiring them to visit India. There are currently two certifying authorities in India which are issuing Class III encryption type DSC, namely: i) GNFC; and ii) eMudhra. Further details and the procedure for obtaining the DSC from these two certifying authorities can be found in the 'Downloads' section of the e-Procurement Portal. The foreign bidders are also encouraged to independently ascertain the information and the procedure for the acquiring the DSC directly from the abovementioned two certifying authorities.

The instructions mentioned above in points 2 and 3 are to be followed only in cases where the Bidder does not have the appropriate DSC.

4. After successfully acquiring the DSC, the Bidder is required to log in to the e-Procurement Portal using the username and password generated at the time of registration and register the DSC on the e-Procurement Portal. Registration of the DSC is a one time activity. The Bidder is advised to register its DSC on e-Procurement Portal well in advance before Bid Due Date so that it should not face any difficulties while submitting the Bid. The Authority or MPEDA shall not be held responsible if the Bidder tries to submit its Bid at the last moment before Bid Due Date and is unable to submit due to DSC registration or any other technical problems.
5. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

6. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
7. For the purpose of submission of the Bids, the Bidders have to log in to the e-Procurement Portal and digitally sign and upload the required bid documents using their DSC, including the Technical Bid and the Financial Bid, one by one as indicated in the tender document.
8. Bidder has to select the payment option as "offline" to pay the EMD/Bid Security as applicable, as per the tender document, and enter details of the instrument. Bidder should prepare the Bid Security as per the instructions specified in the tender document. The original should be submitted in hard copy to the concerned official as specified in the tender document, latest by the Bid Die Date. The details of the Bank Guarantee instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
9. The Bidders shall submit the scanned copy of the Technical Bid on the e-Procurement Portal as instructed and in accordance with the formats provided under Annexures A-H of Appendix I along with scanned copies of all legal documents specified and instructed to be submitted as per the tender documents.
10. Bidders are requested to note that they should necessarily submit their Financial Bids in the format provided and no other format is acceptable. If the Financial Bid has been given as a standard BoQ format, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
11. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
12. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the e-Procurement Portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
13. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
14. The Bidders are encouraged to refer to the e-Procurement Portal for further instructions regarding method of bid submission on e-Procurement Portal. For further information, Bidders are requested to go through the document titled 'Instructions to Bidder for Online Bid Submission' in the 'Downloads' section of the e-Procurement Portal.