

REQUEST FOR PROPSAL

Operation and Management of 'Integrated Coastal Aquaculture Facilities' at Mulapolam Village, Srikakulam District, Andhra Pradesh on Lease Basis



NOVEMBER 2023

National Fisheries Development Board (NFDB)
Department of Fisheries, Ministry of Fisheries, Animal Husbandry & Dairying,
Govt. of India.

Pillar No: 235, PVNR Expressway, SVPNPA Post, Hyderabad-500 052
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REQUEST FOR PROPOSAL (RFP)

Section I	Instructions to Bidders (ITB)
Section II	Formats for Bid Submission (FBS)
Section III	Draft Lease Agreement (DLA)
Section IV	Project Information Memorandum (PIM)

Section-I: Instructions to Bidders (ITB)

SCHEDULE OF RFP PROCESS

Event Description	Scheduled Date
RFP Notification	01.11.2023.
Downloading of RFP	01.11.2023 to 30.11.2023. RFP Document can be downloaded from NFDB Website www.nfdb.gov.in ; Department of Fisheries, Govt. of India Website www.dof.gov.in ; or Govt. of India e Procurement Portal / Website https://www.eprocure.gov.in ;
Receiving of Pre-Bid Queries	Before 16:00 Hrs. (IST) on 13.11.2023 The Chief Executive, National Fisheries Development Board (NFDB) at Email Id: info.nfdb@nic.in & cenfdb@gmail.com
Pre-Bid Meeting	11:00 Hrs. (IST) on 14.11.2023 at the O/o. The Chief Executive, National Fisheries Development Board, Address: Pillar No: 235, PVNR Expressway, SVPNPA Post, Hyderabad – 500 052, Telangana State.
Pre-Bid Responses	17:00 Hrs. (IST) on 17.11.2023. The ‘Pre-Bid Responses’ will be uploaded on the NFDB Website www.nfdb.gov.in
Due Date & Time for Receipt of Bids ‘Online’	16:00 Hrs. (IST) on 01.12.2023 or any other date intimated from time to time. Bidders shall upload their bids ‘Online’ at Govt. of India eProcurement Portal / Website: https://www.eprocure.gov.in
Due Date & Time for the Submission of Hard Copies of the ‘Technical Bid’	16:00 Hrs (IST) on 06.12.2023 or any other date intimated from time to time. Bidders shall submit the ‘Hard Copies’ of the ‘Technical Bids’ at the O/o. The Chief Executive, National Fisheries Development Board, Address: Pillar No: 235, PVNR Expressway, SVPNPA Post, Hyderabad – 500 052, Telangana State.
Date and Time of Opening of Technical Bids	11:00 Hrs (IST) on 07.12.2023 or any other date intimated from time to time.
Date and Time of Opening of ‘Price Bids’	Shall be intimated to the Qualified Bidders after the Technical Proposal Evaluation

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NATIONAL FISHERIES DEVELOPMENT BOARD (NFDB)

1. LETTER OF INVITATION

Date: 01.11.2023

To

Sub: Request for Proposal (RFP) for “O&M of ‘Integrated Coastal Aquaculture Facilities’ at Mulapolam Village, Srikakulam District, Andhra Pradesh in Lease Mode”.

Dear Sir/ Madam,

- i. National Fisheries Development Board (NFDB), an autonomous organization under the administrative control of Department of Fisheries, Ministry of Fisheries, Animal Husbandry & Dairying, has been playing a vital role in enhancement of Fish production and productivity in the country and coordinating Fisheries development in an integrated and holistic manner.
- ii. NFDB has purchased 99.185 Acres of land at Mulapolam Village, Sompeta Mandal, Srikakulam District, Andhra Pradesh, India for the Development of Integrated Coastal Aquaculture Facilities. The site has fresh water, seawater and brackish water resources, making the site suitable for Coastal Aquaculture activities.
- iii. NFDB has initiated the development of ‘Integrated Coastal Aquaculture Facilities’ at Mulapolam, Srikakulam District, Andhra Pradesh in the purchased land parcel on phased manner. The main objective of NFDB is to produce & supply sufficient quality Multispecies Marine Fin Fish Seeds, which is the need of the hour for the development of Marine Fisheries Subsector including Mariculture, as Seed availability is the limiting factor and there is a huge gap in demand and supply. NFDB intends to bridge the gap in Marine Fin Fish and Crab Seed requirement in the country by producing and supplying Seed to support Mariculture and to enhance Marine Fish production.
- iv. As part of the Phase-1 development, NFDB has already initiated infrastructure development in **36.52 Acres** for creation of the following facilities:
 - Nursery Ponds (2 Units) & Culture Ponds (Two Blocks-A & B) for nursery rearing and farming marketable size Mud Crabs and Marine Fin Fish (Cobia, Pompano & Sea Bass)
 - Sea Water Intake and Outlet Arrangements, Filtration Systems, Sea Water Storage Reservoirs, Fresh Water Supply with Pipelines, Outlet Channels.
 - Internal Roads, Water Supply Arrangements, Drains, Effluent Treatment Plant, 250 KVA

Electricity Supply, Generator & Office Building.

- Chain link fencing with guard room and 5 KVA electricity connection is already developed
 - NFDB entrusted the construction of the above-mentioned facilities of Phase-1 to ‘Central Public Works Department’ (CPWD) with an estimated ‘Project Cost’ of Rs.21.41 Crores and all the works pertaining to the Phase-1 are expected to be completed by December 2023.
- v. The proposed ‘Project Model’ is envisaged as ‘Operation & Management’ (O&M) of the Phase- 1 of the ‘Integrated Coastal Aquaculture Facilities’.
- vi. The Lease Period will be 5 Years initially and further extendable for another 3 Years based on the ‘Performance Indicators’, subject to mutual agreement between the Authority and the Lessee.
- vii. The scope of Work of the said Lessee will broadly ‘Operation & Management’ (O&M) of the Phase-1

Scope of the Project for the Lessee includes

Operation & Management of the Phase-1 of the ‘Integrated Coastal Aquaculture Facilities’ in 36.52 Acres of Land

- Operating & Management of the Integrated Coastal Aquaculture Facilities created by NFDB as per the specified “Minimum Performance Obligations”.
- Operational flexibility will be provided to the ‘Private Sector Entity’ for Operating & Managing the facility within the prescribed framework.

Financial Terms shall be finalized through this Request for Proposal (RFP) for Phase-1

- viii. In this regard, the Authority invites Request for Proposals (RFPs) from eligible and interested parties / investors / operators of similar projects for operation & management of Phase 1 infrastructure developed by NFDB for a period of 5 years which shall be extended for another tenure of 3 years, based on the ‘Performance Indicators’ and subject to mutual agreement between the Authority and the Lessee.
- ix. The ‘Request for Proposal’ (RFP)

Section I	Instructions to Bidders (ITB)	
Section II	Formats for Bid Submission (FBS)	
	Part A:	Formats for Bid Submission
	Part B:	Formats for Technical Bid
	Part C:	Format for ‘Price Bid’

- x. **Project Information Memorandum (PIM)** issued as part of the RFP Document will provide basic information of site, suggested project components, feasibility of the operations. However, the bidder has to assess these factors on his own.

- xi. The Bidders would be required to Register their Firm / Company with the Digital Signature of the Authorized Signatory of the Firm / Company on the Government of India “eProcurement Platform” at <https://www.eprocure.gov.in> and submit their Bids ‘Online’. Only the information submitted through 'Online Portal' would be considered for the purposes of Bid Evaluation. The Authority shall under no circumstances consider any additional information that is provided as part of ‘Hard Copy’ submission.
- xii. The Soft Copies of the Bid comprising of Three (3) Parts viz., (i) Pre-qualification Bid; (ii) Technical Bid; and (iii) ‘Price Bid’; as specified in the RFP, shall be uploaded on Govt. of India eProcurement Portal: <https://www.eprocure.gov.in> on or before the due date as mentioned in the Schedule of RFP Process.
- xiii. The Bid should be typewritten and every correction and interlineations in the bid should be attested with full signature by the Bidder. Bidders need to scan and upload all the required Original Documents as per the check list provided in this RFP. Bidders should upload all the documents in **PDF / JPG Format**. All Uploaded Documents shall have Page Numbers with Signature on each page.
- xiv. The bidder shall make ‘Online’ payment towards the ‘**Bid Processing Fee**’ to NFDB’s Bank Account as mentioned in the Bid Summary. The Bidder shall upload the proof of the ‘Online’ Payment UTR Number of the ‘Bid Processing Fee’ at Gol eProcurement Portal: <https://www.eprocure.gov.in> within the due date and time mentioned in the Schedule of RFP Process. The Bidder may also make the payment towards the ‘Bid Processing Fee’ to NFDB in the form of Demand Draft / Bankers Cheque within the due date and time. The scanned copy of the DD / BG shall be uploaded at the Gol eProcurement Portal and Originals of DD / BG to be submitted along with ‘Hard Copy’ of the Bid Document within the stipulated time. No exemption in Bid Processing Fee will be allowed.
- xv. The Pre-qualification Bid and the Technical Bids of the bidders will be downloaded on the next Working Day after the ‘Due Date’ for the Submission of ‘Hard Copies’ by the concerned Authorities in the presence of the Technical Committee for bid Evaluation.
- xvi. The ‘Hard Copy’ of the Bids along with the ‘Bid Security’ / Bank Guarantee / Proof of ‘Online’ payment (UTR number) and other required documents as specified in the RFP shall be submitted within three (3) Working Days after the ‘Due Date’ for ‘Online’ Submission at the address provided below:

The Chief Executive

National Fisheries Development Board

Pillar No: 235, PVNR Expressway, SVPNPA Post,

Hyderabad-500 052, Telangana State, India.

Email: info.nfdb@nic.in

- xvii. In the event that the Due Date for the Bid submission is a holiday, the next working day (at same time) will be the date of submission. The ‘Hard Copies of the Technical Bid’* will be supporting documents for future reference of the Authority. Non-submission of the ‘Hard Copies’ of the Bid will render the Bid as Non-Responsive and subject to Disqualification. (***‘Price Bid’ should not be**

submitted along with the ‘Hard Copies of the Technical Bid’)

- xviii. In case Bidders need any further information about the Project or for inspection of any other documents related to the Project, as available with NFDB or want to visit the site, they are requested to communicate with NFDB through Email at **info.nfdb@nic.in**
- xix. The Bidder shall make ‘Online’ payment of **the ‘Bid Security’(EMD) of ‘Rs.3,00,000/- (Rupees Three Lakhs only)** at Govt. of India (GoI) eProcurement Portal: <https://www.eprocure.gov.in> (OR) in the form of either Demand Draft or unconditional and irrevocable Bank Guarantee from a Nationalized / Scheduled Bank (excluding Cooperative Banks) within the due date and time. The scanned copy of the Demand Draft / Bank Guarantee shall be uploaded at the GoI eProcurement Portal and Original Copies of Demand Draft / Bank Guarantee to be submitted along with the **‘Hard Copies of the Technical Bid’** within the stipulated time.
- xx. The Bid shall be filled in English and all entries must be typed and/ or written in blue/ black ink. The bidders shall scan and upload all the attested copies of the RFP, Pre-qualification documents, Technical and Financial eligibility documents at the GoI eProcurement Portal within the due date and time. ***It is to be noted that the ‘Price Bid’ needs to be uploaded separately.*** Authorized representative of the Bidder must attest all erasures and alterations made while filling the Bid. All the supporting documents should have translated version in English with due certification for its correctness. Failure to comply with any of these conditions may render the Bid invalid.
- xxi. The Authority shall not be responsible for any costs or expenses or liabilities incurred by the Bidders in connection with the preparation and delivery of Bids, including costs and expenses related to the visits to the site.
- xxii. NFDB reserves all the rights to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the RFP, at any time without assigning any reason or providing any notice and without accepting any liability for the same.
- xxiii. Pre-Bid Meeting will be held at **11:00 Hrs (IST) on 14.11.2023** at the O/o. The Chief Executive, National Fisheries Development Board, Address: Pillar No: 235, PVNR Expressway, SVPNPA Post, Hyderabad-500 052, Telangana State.
- xxiv. Pre-Bid Queries, if any, proposed to be raised at the Pre-Bid Meeting by the Bidders should be sent to the Authority, NFDB in writing, by sending an Email to info.nfdb@nic.in & cenfdb@gmail.com before **16:00 Hrs (IST) on 13.11.2023**. Queries received after the Pre- bid meeting will not be entertained. Summary of replies to queries will be posted in the NFDB website only for the convenience of the bidders.
- xxv. The Bid evaluation process is detailed in this Section i.e., Instructions to Bidders (Section I of the RFP Document). The Pre-qualification Bids and Technical Bids would be downloaded and evaluated based on the qualification criteria set forth in the RFP along with the required undertakings. ‘Price Bids’ of only those firms, whose Technical Bids qualify, will be downloaded and evaluated. The date of downloading and examining of ‘Price Bids’ will be communicated through eProcurement Portal.

- xxvi. The bidder, whose Bid is found to be responsive to the requirements set out in the RFP and whose ‘Price Bid’ is found to be highest (L-1) as per the terms stipulated in the RFP would be selected as ‘Preferred Bidder’ for award of the Lease.
- xxvii. Please note that the NFDB reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever and annul the bid process at any stage under intimation to the shortlisted bidders if any.

November 01st , 2023

**The Chief Executive
National Fisheries Development Board
Government of India**

DISCLAIMER

The information contained in this Request for Proposal document (the "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 Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers ('Price 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 Project Information Memorandum (PIM), or may hereafter be provided by the Authority, in accordance with the provisions hereof, may not be complete, accurate, adequate or correct. Each Bidder should therefore, before placing reliance on aforesaid assumptions, assessments, statements, data and information, furnished under this RFP (Project Information Memorandum (PIM)), referred to herein, by the Authority, 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 (Project Information Memorandum (PIM)) and obtain independent advice from appropriate sources in respect thereof. For avoidance of doubt, in case Bidder places reliance on any aforesaid assumptions, assessments, statements, data and information furnished by the Authority, in this RFP (Project Information Memorandum (PIM)), then the same shall not in any manner bind/make liable the Authority, to indemnify the Bidder in respect of any loss/damage/costs whatsoever arising out of or in connection with such reliance placed by the Bidder on the aforesaid assumptions, assessments, statements, data and information.

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 provided 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 Applicant or 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 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 Preferred Bidder or Lessee, as the case may be, 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.

2. BID SUMMARY

S.No.	Key Information	Details
Project Details		
1	Project Title	Operation and Management (O&M) of Phase-1 ‘Integrated Coastal Aquaculture Facilities’ at Mulapolam Village, Srikakulam District, Andhra Pradesh, on Lease basis.
2	Authority	National Fisheries Development Board (NFDB), Department of Fisheries (DoF), Ministry of Fisheries, Animal Husbandry & Dairying (MoFAHD), Government of India (GoI).
3	Project Location	The ‘Project Site’ spread in an extent of ‘99.185 Acres’ is located at Mulapolam Village, Sompeta Mandal of Srikakulam District, Andhra Pradesh. The proposed site is located at 10 Kms from Haripuram, 110 Kms from Srikakulam Town, 230 Kms from Visakhapatnam City and the Site is well connected by National Highway 16 (NH16).
4	Project Details of ‘Coastal Aquaculture Facilities’ at Mulapolam	The NFDB has initiated the development of ‘Integrated Coastal Aquaculture Facilities’ at Mulapolam, in a phased manner. The Project Site has the distinct advantages of Fresh Water, Seawater Water and Brackish Water Resources, making the site most ideal and suitable for ‘Coastal Aquaculture Activities’.
5	Purpose of the Project	The main purpose of the project is to produce & supply sufficient Marine and Brackish Water Fin Fish and Shellfish (Mud Crab, Marine Fin Fish Seed), which is the need of the hour for the development of Marine Fisheries Subsector including Mariculture. NFDB intends to bridge the gap in Marine Fin Fish and Shellfish Seed requirement in the country by producing and supplying Seed to support Mariculture thereby enhancing Marine Fish and Mud Crab production.
6	Key Objectives of the ‘Integrated Coastal Aquaculture Facilities’ at Mulapolam	<ul style="list-style-type: none"> • 36.52 Acres of land had been developed as a part of Phase 1 which will be the limit of the working area of the lessee. • Encourage diversification of Aquaculture by ensuring production and supply of Seed Material using the nurseries developed in Phase 1. • Demonstrate Best Management Practices in Marine Fin Fish Culture and Mud Crab Culture. • Create more Employment Opportunities and also create income generating activities in the country.

S.No.	Key Information	Details
7	Brief Background of the Project (Current Status)	<ul style="list-style-type: none"> As part of the Phase-1 development, NFDB has already initiated infrastructure development in 36.52 Acres for creation of the following facilities: Nursery Ponds (2 Units) & Culture Ponds (Two Blocks-A & B) for nursery rearing and farming of marketable size Mud Crabs and Marine Fin Fish (Cobia, Pompano & Sea Bass) Sea Water Intake and Outlet Arrangements, Filtration Systems, Sea Water Storage Reservoirs, Fresh Water Supply with Pipelines, Outlet Channels. Internal Roads, Water Supply Arrangements, Drains, Effluent Treatment Plant & Office Building Site is connected by a 11 KV line and currently, 500KVA transformer to supply power, supported by 1 no of 250 KVA and 1 no of 125 KVA generators. Chain link fencing with guard room and 5 KVA electricity connection is already developed
8	Project Scope	<p>Operation & Management of the Phase-1 of the ‘Integrated Coastal Aquaculture Facilities’ in 36.52 Acres of Land.</p> <ul style="list-style-type: none"> Operating & Management of the Integrated Coastal Aquaculture Facilities created by NFDB as per the “Minimum Performance Obligations” prescribed. Operational flexibility will be provided to the ‘Private Sector Entity’ for Operating & Managing the facility within the prescribed framework. Financial Terms shall be finalized through this Request for Proposal (RFP).
9	Proposed Project Model	The proposed ‘Project Model’ envisaged is ‘Operation & Management’ (O&M) of the Phase-1 of the ‘Integrated Coastal Aquaculture Facilities’ at Mulapolam.
10	‘Request for Proposal’ (RFP)	‘Request for Proposal’ (RFP) Document, consisting of (i) <i>Instructions to Bidders (ITB)</i> ; (ii) <i>Formats for Bid Submission (FBS)</i> ; (iii) <i>Draft Lease Agreement (DLA)</i> ; and (iv) <i>Project Information Memorandum (PIM)</i> ; can be downloaded from the NFDB Website: www.nfdb.gov.in; Dept. of Fisheries, Govt. of India Website: www.dof.gov.in; and Govt. of India eProcurement Portal: https://www.eprocure.gov.in ; from 01.11.2023 onwards.
11	Estimated Project Cost of Phase 1	The development of “Integrated Coastal Aquaculture Facilities” at Mulapolam has been proposed by NFDB in phased manner. The project cost of the “Integrated Coastal Aquaculture Facilities” is Rs.21.41 Crores as Phase 1 development.
12	Developed Land	Phase-1: 36.52 Acres

S.No.	Key Information	Details
13	Minimum Performance Obligations (MPOs) Proposed by the NFDB for the ‘Private Bidding Entity’.	<p>Operation & Management of ‘Integrated Coastal Aquaculture Facilities’ being developed and completed by the NFDB.</p> <ul style="list-style-type: none"> Producing the Specified Outputs as per the and Supplying of 100% of the ‘Fry/Crab Instars’ and ‘Fingerlings/Crablets’ Output to the Industry If there is a requirement for NFDB, the first operation of sales shall be to NFDB before operating it to other stake holders during the entire lease period at market rates that will be decided by the special price fixation committee of NFDB/ Prevailing list rates of the central institute of Brackish water Aquaculture (CIBA)/ Rajiv Gandhi Centre for Aquaculture (RGCA) for the respective years.
14	Specified Capacities & Outputs of the ‘Integrated Coastal Aquaculture Facilities’ at Mulapolam	<p>The ‘Capacities and Outputs’ to be achieved from Phase-1 of the ‘Integrated Coastal Aquaculture Facilities’ at Mulapolam are clearly ‘Specified’ in 4.2.7.in this RFP Document for the Private Bidding Entity.</p>
15	NFDB Role & Support to the Project	<ol style="list-style-type: none"> List of Statutory Approvals & Clearances obtained and to be obtained by the NFDB: <ol style="list-style-type: none"> Coastal Aquaculture Authority (CAA) Permission: Obtained CAA permission for taking up coastal aquaculture activities in the facility NoC from APPCB: Andhra Pradesh Pollution Control Board accorded NoC for taking up coastal aquaculture activities in the facility CRZ Clearance: CRZ clearance is received from department of MOEF & CC for drawing seawater from Bay of Bengal to the Project Site and to discharge the treated used water in to the sea as marine outfall. Forest Department permission: Stage-I In-Principle Approval for Diversion of 0.39 ha of Forest land t for laying of Seawater Intake Pipeline from Bay of Bengal to the Project Site accorded. Maritime Board Permission: Based on CRZ clearance permission from Maritime Board has been initiated. The NFDB shall complete the Phase-1 of the Integrated Coastal Aquaculture Facilities with required investment and handover the

S.No.	Key Information	Details
		<p>facilities to the selected Private Entity for the O&M of the Phase-1 of the Integrated Coastal Aquaculture Facilities by December, 2023.</p> <p>3. The lessee shall take over the project and operate and manage it till the lease period.</p>
16	Other Terms & Conditions	The selected lessee shall adopt required Water Conservation, Water Recycling & Reuse, Rainwater Harvesting, Zero Discharge of Waste Water and Storm Water; and also incorporate Energy Efficient Designs & Utilities at the project site.
17	Development Controls & Regulations	<p>The proposed developments need to be executed as per the following development controls & regulations:</p> <ul style="list-style-type: none"> GO.Ms.No.168 Dated 07.04.2012 of Municipal Administration and Urban Development (MA&UD) Department, Govt. of Andhra Pradesh. Any other Rules / Regulations of State, Central & Local Governments & Authorities applicable at the time of Implementation & Operations.
Implementation Structure		
18	Implementation Format	Lease Basis
19	Contract Format	Operation & Management (“O&M”) for Phase 1
20	Bidding Format	Annual Lease Basis – Highest price received through competitive bidding.
21	Institutional Structure for Implementation	Private Limited Company or Consortium of Companies
22	Lease Period	<p>5 Years initially from the date of execution of the Agreement.</p> <p>Additional Period of 3 Years may be extended to the Lessee based on the ‘Performance Indicators’ and subject to the mutual agreement between the Authority and the Lessee.</p>
23	Project Completion Period	Phase-1 shall be handed over within one Month from the date of signing of Lease Agreement.

S.No.	Key Information	Details
Eligibility Criteria		
24	Constitution of the Applicant	The Applicant / Bidder shall be a Proprietorship / Partnership Firm or LLP / Private / Public Limited Company
25	Bidding Entity	The Applicant / Bidder shall be a ‘Sole Bidding Entity’ or a ‘Bidding Consortium’ of Three (3) Members Maximum.
26	Basic Mandatory Criteria of the Applicant / Bidder	<p>The Applicant / Bidder shall have the following Registrations / Licenses:</p> <ol style="list-style-type: none"> 1. Firm / Company Registration 2. GST Registration. 3. PAN Registration. 4. Trade/Industry License/MSME Registration/Any Other Regn. 5. License / Registration with the Fisheries Department (Central / State / Local) / Any Other Govt. Agency.
27	Desirable Criteria	<p>The Applicant / Bidder may have the following Desirable Standards:</p> <ol style="list-style-type: none"> 1. Coastal Aquaculture Authority Registered Aquaculture Farms / Hatcheries/Feed plants /Processing Plants/any other allied fisheries activity. 2. Any Other Concerned Aquaculture Authority / Govt. Agency. 3. MPEDA Registration or Any Other Concerned Govt. Agency.
28	Technical Criteria of the Applicant / Bidder	<p>The Applicant / Bidder or any one of the Member of the Bidding Consortium (not more than Three), shall meet following conditions to meet the Technical Experience:</p> <ol style="list-style-type: none"> a) Development / Establishment Experience in Aquaculture / Mariculture / Pisciculture / Hatchery Operation / feed plant / Processing plant /Any Other Related Fisheries Activities (Any Part of these Activities) with at least One ‘Developed Project’* with an ‘Output Value’ of Rs.5.00 Cr.Per Annum, in the last 10 Years. (OR) b) Operation & Management (O&M) Experience of 5 Years in Aquaculture / Mariculture / Pisciculture / Hatchery Operation / feed plant / processing plant / Any Other Related Fisheries Activities (Any Part of these Activities) with at least One ‘Operational Project’* with an ‘Output Value’ of Rs.5.00 Cr per Annum, in any year during the last 5 Years. <p>*The bidder shall submit the ‘Experience Certificates’ from the concerned</p>

S.No.	Key Information	Details
		Authority as ‘Documentary Proof’ for the ‘Technical Experience Criteria’. In case of furnishing an experience certificate, from a private entity as a documentary proof, the certificate shall be duly notarized by the Registered Notary or the Certified by the Chartered Accountant.
29	Financial Criteria of the Applicant / Bidder	<p>The Applicant / Bidder or Lead Member of the Bidding Consortium shall have the following Financial Eligibility Criteria:</p> <p>a) The ‘Applicant’ should have an ‘Average Annual Turnover’ of Rs.5.00 Crores (Rupees Five Crores Only) in the last ‘Five (5) Financial Years’, as per their Audited Annual Reports; (OR)</p> <p>b) The ‘Applicant’ should have a ‘Net-worth’ of ‘Rs.5.00 Crores (Rupees Five Crores Only), as per their latest Audited Annual Reports for the Financial Year 2021-22 Or the latest audited year</p> <p><i>Net-worth: The definition of the Net-worth shall be as per the Section 2 of the Companies Act 2013.</i> <i>e.g.: {(Subscribed and paid up Share Capital + Reserves and Surplus) – (Revaluation Reserves + Miscellaneous expenditure not written off + Deferred Revenue Expenditure + Deficit in P & L Account if any)}</i></p>
30	Qualifications Through Affiliates, (If any)	<p>The Bidding Firm / Company can draw upon the Technical Experience and Financial Capability of one or more of its Affiliates. In either case, the ownership relation between the Applicant / Bidder and the Affiliate(s) shall conform to the following definition of the “Affiliate”.</p> <p>For purposes hereof, “Affiliate” means with respect to a specified Person, any Person which is a holding company or subsidiary of such specified Person, or any Person which directly or indirectly, (a) owns or controls such specified Person, (b) is owned or controlled by such specified Person, or (c) is owned or controlled by the same Person, who, directly or indirectly, owns or controls such specified Person. For the purposes of this Document, the terms “holding company” and “subsidiary” shall have the meaning ascribed to them under Section 4 of the Companies Act, 1956 and the term “control” shall mean:</p> <p>a) control over the composition of majority of board of directors of a company; or</p> <p>b) control of more than 50% (fifty percent) of the voting shares of such Person; and</p> <p>c) 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 or by contract or otherwise.</p>

S.No.	Key Information	Details
31	Special Conditions for Bidding Consortium, (if any)	<p>a) The maximum number of Members in the Consortium shall be Three (3) including the Lead Member.</p> <p>b) The above Financial criteria shall apply to the Consortium, as a whole, and the lead member shall fulfil a minimum of 100% of the financial criteria and can utilize the criteria of his affiliates.</p> <p>c) The Technical Criteria shall be applicable to any member of the Consortium.</p> <p>d) The Consortium as a whole shall be required to commit to hold a minimum equity participation of 51% in the Project LESSEE at all times during a period that shall not be less than 5 (Five) Years from the date of signing of the Lease Agreement.</p> <p>e) Dilution of the equity, subject to the above condition, shall be after meeting the MDOs only and with written approval from the Authority.</p> <p>f) The Lead Member of the Consortium shall be required to commit to hold a minimum equity stake not less than 26% in the Project LESSEE and the other Constituent Member of the Consortium, shall be required to commit to individually hold minimum 10% of equity in the Project LESSEE at all times during a period which shall not be less than Five Years (5yrs) from the date of signing of the Agreement.</p> <p>g) For evaluation of experience criteria, only such projects would be considered for evaluation, which have been operated by the Constituent Member either on its own or as a lead member of a Consortium/LESSEE.</p>
Bid Conditions		
32	Bid Development Fee (Non-refundable)	Bid Development Fee to be paid by the successful Bidder within 15 days from the date of issue of Letter of Award (LoA) is Rs.20,00,000/- (Rupees Twenty Lakhs only) plus applicable taxes payable to the NFDB, in the form of Demand Draft.
33	Bid Parameter	<p>An Amount of Rs 1,60,00,000/- (Rupees One Crore and Sixty Lakhs) had been fixed as the Reserve Lease Amount per annum. The bidder has to quote the lease amount payable which shall be above the reserve price indicated herein. Bidding parameter will be the highest bid amount quoted. This quoted amount will be considered as the base price for the first year. For subsequent years, it will automatically have escalation clause of 5% of the preceding year amount for any year in discussion after the first year of lease.</p> <p><i>Applicable Taxes such as GST on the above shall be paid by the Lessee.</i></p>
34	Bid Validity	180 Days from the date of Bid Submission.
35	Bid Security / EMD	Bidder shall make ‘Online Payment’ of the EMD/Bid Security of Rs.3.00 Lakhs* (Rupees Three Lakhs only) at the GoI eProcurement Portal: https://www.eprocure.gov.in (OR) in the form of either ‘Demand Draft’ or unconditional and irrevocable ‘Bank Guarantee’ from a Nationalized / Scheduled Bank (excluding Cooperative Banks) as indicated in the RBI

S.No.	Key Information	Details
		Website, within the due date and time. The scanned copy of the DD / BG shall be uploaded at the Gol eProcurement Portal and Originals of DD / BG to be submitted along with ‘Hard Copies of the Technical Bid’ Documents within the stipulated time.
36	Validity for Bid Security as BG	240 Days from Bid Submission Date, inclusive of claim period of 60Days.
37	Performance Security for the O&M of Phase-1	Preferred Bidder shall submit one Bank Guarantee of Rs 50,00,000/- * (Rupees Fifty Lakhs Only) towards the ‘Performance Security’ to the Authority within 15 Days from the date of Letter of Award (LoA) in the Format prescribed as part of this RFP. The validity of this Security shall be for the initial 5 Years of the O&M Period. This Performance Security will be released on the Completion of O&M Period subject to inspection and approval of the committee.
Bid Submission		
38	Bid Submission	<p>The ‘Bid Submission’ shall be ‘Online’ only. Bids shall be submitted in Three (3) Parts, viz., (i) Pre-qualification Bid; (ii) Technical Bid; and (iii) Price Bid; on the Gol eProcurement Portal. Scanned copies of required documents must be uploaded on the Gol eProcurement Portal only.</p> <p>The ‘Hard Copy’ of the Bid shall be submitted for the purpose of verification and authentication to the O/o. The Chief Executive, National Fisheries Development Board, Hyderabad <i>on/before or within three (3) Working Days after the due date for the ‘Online’ Submission. Bids submitted ‘Online’ will ONLY be considered</i> for all purposes.</p>
39	Pre-Qualification Bid	<p>Bidders are required to submit the following documents as part of Pre-qualification Bid of the Bid Submission as detailed in the ‘Request for Proposal’ (RFP):</p> <ol style="list-style-type: none"> 1. Appendix A1: Covering Letter; 2. Appendix A2: Checklist of Submissions; 3. Appendix A3: Covering Letter for submitting the Demand Draft or Bank Guarantee in the Specified Format towards the Deposit (OR) Proof of ‘Online Payment UTR Number’ towards ‘Bid Security’; 4. Appendix A4: Letter of Undertaking; 5. Appendix A5: Commitment to furnish Bank guarantee towards performance security; 6. Appendix A6: Consortium Agreement; 7. Appendix A7: Power of Attorney for appointing the lead member; 8. Appendix A8: Power of attorney for the bid signatory; 9. Appendix A9: Statement of Legal Capacity; 10. Appendix A10: Proof of payment of Bid Processing Fee; 11. Appendix A11: Signed RFP document along with addenda and corrigendum if any;

S.No.	Key Information	Details
40	Technical Bid	<p>Bidders are required to submit the following Documents in the ‘Technical Bid’ of the Bid Submission as detailed in the RFP.</p> <p><u>Capability Statement:</u></p> <p><u>Basic Eligibility Criteria:</u> Proof of Bidding Entity -</p> <ol style="list-style-type: none"> 1. Firm / Company Registration 2. GST Registration. 3. PAN Registration 4. Trade/Industry License / MSME Registration /Any Other Regn. 5. License / Registration with the Fisheries Department (Central / State / Local) / Any Other Govt. Agency. <p><u>Desirable Criteria:</u> Proof of Credentials –</p> <ol style="list-style-type: none"> 1. Coastal Aquaculture Authority Registered Aquaculture Farms / Hatcheries. 2. Any Other Concerned Aquaculture Authority / Govt. Agency. 3. MPEDA Registration or Any Other Concerned Govt. Agency. <p><u>Technical Experience Criteria:</u> Proof of Development and/or Operations & Management Experience of the Bidder / Member of the Bidding Consortium Proof of Development / Establishment Experience in Aquaculture / Mariculture / Pisciculture /Hatchery Operation/Feed Plants/Processing Plants / Any Other Related Fisheries Activities (Any Part of these Activities) with at least One ‘Developed Project’ with an ‘Output Capacity’ of 10.00 Lakh Pcs. of ‘Fry/Fingerlings/Crab Seed/ Scampi Seed/Shrimp Seed/Marketable Size’ Per Annum (OR) with an ‘Output Value’ of Rs.5.00 Crores Per Annum in the last 10 Years.</p> <p>Or</p> <p>Proof of Operation & Management (O&M) Experience in Aquaculture / Mariculture / Pisciculture / Hatchery Operation/Feed Plants/Processing Plants / Any Other Related Fisheries Activities (Any Part of these Activities) with at least One ‘Operational Project’ with an ‘Output Capacity’ of 10.00 Lakh Pcs. ‘Fry/Fingerlings/Crab Seed/ Scampi Seed/Shrimp Seed/Marketable Size’ Per Annum (OR) with an ‘Output Value’ of Rs.5.00 Crores Per Annum during the last 5 years.</p> <p><u>Financial Criteria:</u> Proof of Financial Strength -</p> <ol style="list-style-type: none"> 1. Copies of Audited Annual Accounts of last Five Financial Years. 2. Statutory Auditor’s/ Chartered Accountant’s Certificate for Financial Details. <p><u>Technical Presentation:</u></p> <p>The technically qualified Bidders shall give a ‘Detailed Presentation’ to the ‘Technical Committee’ constituted by the Authority on their ‘Similar Project Experience and Project Approach’ for operation of ‘Integrated Coastal Aqua Facilities’ at Mulapolam, as per the specified MDOs stipulated in the RFP, on the dates communicated by the Authority.</p> <p>Note:</p> <ol style="list-style-type: none"> i. The above details are to be submitted as per the formats provided in

S.No.	Key Information	Details
		<p><i>the Section II of the RFP Document.</i></p> <p>ii. <i>The Technical Bid shall be evaluated by the ‘Technical Committee’ constituted by the Authority.</i></p>
41	Price Bid	<p>The Submission of the ‘Price Bid’ shall be only ‘Online’.</p> <p>The Bidders shall submit their ‘Price Bid’ in the Specified Format on the GoI eProcurement Portal.</p>
Bid Evaluation		
42	Bid Evaluation	<ul style="list-style-type: none"> Pre-qualification: Mandatory Compliance: Responsive / Non-responsive – Only Responsive bids will be considered for technical evaluation Technical& Financial: Mandatory Compliance Technical & Financial Criteria –Qualified/ Not Qualified
43	Signing of Lease Agreement	<p>Signing of Lease Agreement shall be executed not later than 45 Days upon meeting the following LoA conditions:</p> <ol style="list-style-type: none"> Submission of irrevocable and unconditional Performance Securities (Bank Guarantee) within 15 Days of issue of LoA. Payment of (i) ‘Bid Development Fee’ (Non-Refundable) of Rs.20.00 Lakhs and (ii) Annual Lease Amount as “performance Security”, in accordance with the terms hereof and the LoA, within 15 Days of issue of LoA. Incorporation of Consortium if any
44	Bid Processing Fee (Bid Document Cost)	<p>Rs.29,500/- (Rupees Twenty-Nine Thousand Five Hundred only) including GST.</p> <p>The Bidder shall transfer the ‘Bid Processing Fee’ to the NFDB Bank Account as mentioned below:</p> <p>Account Name: National Fisheries Development Board, Account No.: 923010001417017, IFSC: UTIB0004826, Bank & Branch: Axis Bank, Attapur Branch, Hyderabad-500052</p> <p>(OR)</p> <p>The Bidder shall make the payment of Rs.29,500/- (Rupees Twenty-Nine Thousand Five Hundred only) through a Demand Draft drawn from any Nationalized / Scheduled Bank in favor of “National Fisheries Development Board” payable at Hyderabad.</p>
Bid Evaluation		
45	Downloading of the RFP	<p>01.11.2023 to 30.11.2023. RFP Document can be downloaded from the NFDB Website: www.nfdb.gov.in ; Dept. of Fisheries, Govt. of India Website: www.dof.gov.in ; and Govt. of India eProcurement Portal https://www.eprocure.gov.in</p>
46	Pre-Bid Queries	<p>16:00 Hrs (IST) on 13.11.2023 to The Chief Executive, National Fisheries Development Board (NFDB), Hyderabad, Mail Id: info.nfdb@nic.in &</p>

S.No.	Key Information	Details
		cenfdb@gmail.com
47	Pre-Bid Meeting	11:00 Hrs. (IST) on 14.11.2023 at O/o. The Chief Executive, National Fisheries Development Board (NFDB), Address: Pillar No: 235, PVNR Expressway, SVPNPA Post, Hyderabad – 500 052, Telangana State. No queries will be entertained after the Pre-bid meeting.
48	Pre-Bid Responses	17:00 Hrs. (IST) on 17.11.2023. Summary of Pre-bid Responses will be uploaded on the NFDB Website: www.nfdb.gov.in ; within Seven (7) Working Days from the Pre-bid Meeting.
49	Due Date for the Submission of Bid ‘Online’	16:00 Hrs. (IST) on 01.12.2023 or any other date intimated subsequently. Bidders shall upload their bids at Govt. of India eProcurement Portal https://www.eprocure.gov.in
50	Due Date for the Submission of the ‘Hard Copy’ of the ‘Technical Bid’	16:00 Hrs. (IST) on 06.12.2023 or any other date intimated subsequently. The ‘Hard Copies of the Technical Bid’ along with the “Originals Copies” of (i) Bid Processing Fee; and (ii) ‘Bid Security’ / ‘Bank Guarantee’ / Proof of ‘Online Payment UTR Number’ and other required documents as specified in the RFP shall be submitted within Three (3) Working Days after the ‘Due Date’ for the ‘Online Submission’, at the O/o. The Chief Executive, NFDB, Pillar No: 235, PVNR Expressway, SVPNPA Post, Hyderabad–500052, Telangana State.
51	Date and Time of Opening of Technical Bids.	11:00 Hrs. (IST) on 07.12.2023 or any other date intimated from time to time.
52	Date and Time of Opening of ‘Price Bids’.	Shall be intimated to the Technically Qualified Bidders
Note: Amendments/Addendum/Corrigendum to the RFP, if any, will not be published in the newspapers, but shall be posted only on the NFDB Website: www.nfdb.gov.in ; Dept. of Fisheries, GoI., Website: www.dof.gov.in; and Govt. of India eProcurement Portal / Website: https://www.eprocure.gov.in		

3. DEFINITIONS AND INTERPRETATION

3.1. DEFINITIONS

‘Agreement’ shall mean the Lease Agreement entered into between the NFDB and the Preferred Bidder;

‘Associate’ means, an enterprise in which the investor holds directly or indirectly through subsidiary (i.e.), 50% or more of the voting power of the said enterprise and which is neither a subsidiary nor a joint venture of the investor;

‘Annual Lease Amount’ means the lease amount payable annually towards land and facilities developed in Phase 1 offered for the entire Period for Operation & Management of Integrated Coastal Aquaculture Facilities at Mulapolam Village pursuant to the Lease / Lease Agreement;

‘Authority/Grantor’ shall mean National Fisheries Development Board (NFDB);

‘Bid or Detailed Bid or Proposal’ shall mean the Bid submitted by the Bidder in response to the RFP including clarifications and/or amendments to RFP, if any;

‘Bid Security’ shall mean the Earnest Money Deposit furnished by the Bidder in the form as stipulated in the RFP Document;

‘Bidder’ shall mean who has responded to the RFP and submitted his Bid in response to the RFP (Sole Bidder or Consortium);

‘Bid Evaluation Committee’ shall mean the ‘Technical Committee’ constituted by the Authority for evaluating the Bids;

‘Capability Statement’ shall mean all the statements along with all the necessary supporting documents submitted by the Bidder as part of the Bid in Envelope I to substantiate the Eligibility Criteria of the Bidder;

‘Chartered Accountant’ shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

‘Commercial Operation’ means the occupancy and use of the relevant Project Facility by the Lessee, pursuant to Contractual Arrangements with the Lessee;

‘Commercial Operation Date or COD’ means the date on which the Authority issues the Letter of handing over the facility post completion of contractual agreement;

‘Lessee’ shall mean the individual Company/ Consortium incorporated by the Preferred Bidder who has been selected to do operation and management of the phase1 facilities of the Integrated Coastal Aquaculture Centre, Mulapolam Village, Srikakulam District, Andhra Pradesh;

‘Lease Agreement’ shall mean an agreement entered into by and between the Authority, and the Preferred Bidder / Lessee;

‘Lease Period or Contract Period or Authorization Period’ shall mean the period of 5 Years initially, which shall be extended for another tenure of 3 Years, based on the ‘Performance Indicators’ and subject to the mutual agreement between the Authority and the Lessee;

‘Consortium’ shall mean not more than three of legally constituted entities, who have come together, have agreed or have formed an understanding (in writing) for implementing the Project, subject to the terms of this RFP under a Consortium Agreement;

‘Consortium Agreement’ shall mean an agreement to be entered into amongst the Members of the Consortium and forming part of their Bid;

‘Constituent Member’ shall mean any member of the Bidding Consortium, whose financials and/or project related experience have been taken into account in the Capability Statement to meet the Eligibility Criteria and who shall be required to commit to hold minimum 10% of the equity in the Lessee /Project LESSEE;

‘Direct Marketing’ shall mean the Lessee may market the ‘Output’ from the Project Facility directly to the ‘End User’.

‘Due Date’ shall mean the last date for submission/receipt of the Bid, as mentioned in the RFP Document;

‘Eligibility Criteria’ shall mean the criteria stipulated in the RFP, which is required to be met by the Bidder based on his Capability Statement and documents to become eligible for opening and evaluation of his Technical Bid;

‘Price Bid’ or ‘Financial Bid’ shall have the meaning as set forth in the RFP Documents;

‘Financial Year’ shall mean year starting from 1st April to 31st March. In case Bidder’s financial/accounting years are different from the above, the immediate past financial/ accounting years of the Bidders as per their annual reports shall be applicable for the evaluation;

‘Firm/Company’ shall mean a single legal entity, which is a Registered Body, Government Agency or Statutory Body;

‘Lead Member’ shall mean in case of a Consortium, the firm nominated to act as Lead Member of the Consortium at the RFP stage, which qualifies as per the Eligibility Criteria, and which shall continue to be the leader and be authorized as such for submission of Bid. The Lead Member will represent the Consortium on all matters pertaining to the RFP and shall have the primary responsibility of developing and implementing the Project;

‘Lenders’ shall mean any person(s)/ firm(s) based in India or abroad providing financial assistance, loans, funds, or other credit facilities to the Lessee under any financing agreements;

‘Letter of Award (LoA)’ shall mean the letter issued by the Authority to the Preferred Bidder towards the award of Project, in accordance with the terms of this RFP;

‘Minimum Performance Obligations’ shall mean the Minimum capacities of production Requirements to be met by the Preferred Bidder / Lessee in operating of the Project; the details of the Minimum performance Obligations are provided in the RFP;

‘Operations Period’ means the period commencing from COD and ending on the expiry or prior termination of this Lease Period;

‘Power of Attorney’ shall mean the Power of Attorney in the format provided in RFP, to be furnished by the Bidder authorizing a person to sign the Bid and act for and on behalf of the Bidder during the bidding process;

‘Preferred Bidder’ shall mean the successful Bidder, whose Bid is declared as the highest Evaluated Bid as a result of the Bid evaluation process as set forth in this RFP Document;

‘Project’ means, Operation and Management of “Integrated Coastal Aquaculture Facilities” at Mulapolam Village, Srikakulam District, Andhra Pradesh;

‘Project Agreements or Project Lease Agreement’ shall mean Lease Agreement, and any other legal documents as mutually agreed to between the Authority and the Preferred Bidder, necessary for operating the Project;

‘Project Cost’ shall mean the total cost of Project. The components would include the costs incurred for carrying out the Project related activities such as formulation, development, design, engineering, finance, construction, interior decoration, etc;

‘Project Facilities’ shall mean the ‘Integrated Coastal Aquaculture Facilities’ to be developed at the Project Site as part of Phase 1 development.

‘Performance Security’ shall mean the irrevocable & unconditional Bank Guarantees furnished by the Preferred Bidder prior to the signing of Lease Agreement;

‘Request for Proposal or RFP’ shall mean the Bid documents comprising Sections I to IV and any other addenda issued thereon;

‘Technical Criteria’ shall mean the criteria stipulated in the RFP, which is required to be complied by the Bidder based on his Technical Bid to become eligible for opening and evaluation of his Price Bid.

3.2. INTERPRETATION

1. In the interpretation of this RFP, unless the context otherwise requires:
2. The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;
3. Reference to any gender includes the other gender;

4. Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Sub- paragraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Sub-paragraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP;
5. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
6. The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;
7. Any reference to a person shall include such person’s successors and permitted assignees;
8. A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;
9. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
10. A reference to “month” shall mean a calendar Month, a reference to “week” shall mean a calendar week and a reference to “day” shall mean a calendar day, unless otherwise specified.
11. The terms "hereof, "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms "Article", "Clause", “Paragraph” and “Schedule” mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified;
12. In case of any conflict, discrepancy or repugnancy between the provisions of RFP Documents, provisions of the Lease Agreement shall prevail over and supersede the provisions of other documents.
13. The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this Agreement;
14. All capitalized words and expressions used in the RFP but not defined therein shall have the same meaning as ascribed to them in the Agreement.

4. GENERAL INFORMATION AND INSTRUCTIONS

4.1. CONTENTS OF THE RFP DOCUMENT

The RFP Documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Sub-clause 4.15.

Section I: Instruction to Bidders (ITB)

Section II: Formats for Bids Submission (FBS - Appendices)

Section III: Draft Lease Agreement (DLA)

Section IV: Project Information Memorandum (PIM)

4.2. INTRODUCTION TO RFP

- 4.2.1.** This section should be read in conjunction with other sections of RFP. The words and expressions, which are defined in the Instructions to Bidders (ITB), have the same meaning when used in the other sections of RFP, unless separately defined.
- 4.2.2.** The ITB sets out the bidding procedure and provides necessary details for the Bidders to prepare their Bid for the proposed Project. The prescribed formats for submission of Bids are annexed to the RFP as Section-II.
- 4.2.3.** The Bidders are advised to submit their Bids complying with the requirements stipulated in the RFP Document. The Bids may be rendered disqualified in case of receipt of incomplete Bids and/or the information is not submitted as per the prescribed formats/without signature on all pages.
- 4.2.4.** A Bidder or a Bidding Consortium is eligible to submit only one Bid. A Bidder bidding individually as a ‘Sole Bidder’ or as a Member of a Bidding Consortium shall not be entitled to submit another bid for the same project either individually as a ‘Sole Bidder’ or as a Member of a Bidding Consortium, as the case may be.
- 4.2.5.** Salient details of the Project are provided in Section IV of the RFP as “Project Information Memorandum” (PIM), which includes Market Assessment, Project assumptions, details, plans etc. The Project Information Memorandum (PIM) for the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination before submitting their Bids. Nothing contained in the Project Information Memorandum (PIM) shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Project Information Memorandum (PIM).
- 4.2.6.** Minimum Performance Obligations (MPOs)

Phase-1 - Operation & Management of ‘Integrated Coastal Aquaculture Facilities’ developed and completed by the NFDB.

1. Producing the Specified Outputs and Supplying of 100% of the ‘Fry/Crab Instars’ and ‘Fingerlings/Crablets’ Output (excluding Marketable Size from Grow-Out Ponds) to NFDB with the first option to buy and to other stake holders on refusal by NFDB. The rates for NFDB will be as per the market rates to be decided by the price fixation NFDB committee/ Prevailing list rates of the central institute of Brackishwater Aquaculture (CIBA)/ Rajiv Gandhi Centre for Aquaculture (RGCA) for the respective years.

4.2.7. Specified Capacities & Outputs from the ‘Integrated Coastal Aquaculture Facilities’ at Mulapolam as Minimum Performance Obligations

The ‘Capacities and Outputs’ to be achieved from Phase-1 of the ‘Integrated Coastal Aquaculture Facilities’ at Mulapolam are ‘Specified’ below:

A. Nursery Complex (2 Blocks)						
S. No.	Species	No. of Indoor Tanks – 18T Capacity	No. of Outdoor Tanks – 37T Capacity	3g Fry Required Per Year @6 Cycles in Lakhs	Output of 20gm Fingerlings in Lakhs per year	Estimated Size of Fingerlings
1	Seabass	24	24	36.6	23.43	8-10 cm.
2	Pompano	6	6	9.1	5.85	10-12 cm.
3	Cobia	2	2	3	1.95	12-15 cm.
B. Grow-out Complexes (Block A & B)						
S. No.	Species	No. of Ponds with 1600 M3		Production of Marketable Size Fish Kg/Yr		Estimated Size at Harvest in Kg.
1	Seabass	5		36000		0.75
2	Pompano	2		9600		0.5
3	Cobia	1		2400		2.5
4	Mud Crab	8		20000		0.5

Note on Quality Standards:

- i. The Quality of the Seed - the Fish Larvae (Fry/Fingerlings) should be healthy, actively swimming, without any deformities, external injuries, parasites and disease free.

Note on Output Specifications:

- i. ‘Targeted Output’ of each of the Planned Facility (Hatchery, Nursery Complexes etc.) are clearly specified.
- ii. In case of ‘Excess Production’, NFDB shall have ‘First Right’ to ‘Buy-back’ and NFDB may ‘Permit’ the Lessee to sell directly to the open market.

4.2.8. NFDB Role and Support to the Project

1. The NFDB shall extend the required support for the implementation of the Integrated Coastal Aquaculture Facilities at Mulapolam as follows.

List of Statutory Approvals & Clearances obtained and to be obtained by the NFDB:

I. (Coastal Aquaculture Authority (CAA) Permission:

CRZ clearance is received from department of MOEF & CC for drawing seawater from Bay of Bengal to the project Site and to discharge the treated water in to the sea as marine outfall.

II. NoC from APPCB:

Andhra Pradesh Pollution Control Board accorded NoC for taking up coastal aquaculture activities in the facility

III. CRZ Clearance:

CRZ clearance is received from department of MOEF & CC for drawing seawater from Bay of Bengal to the Project Site and to discharge the treated used water in to the sea as marine outfall.

IV. Forest Department permission:

Stage-I In-Principle Approval for Diversion of 0.39 ha of Forest land to for laying of Seawater Intake Pipeline from Bay of Bengal to the Project Site accorded.

V. Maritime Board Permission:

CRZ clearance obtained and Maritime Board permission is under process.

2. The NFDB shall complete the Phase-1 of the Integrated Coastal Aquaculture Facilities with required investment and handover the facilities to the selected Private Entity for the O&M of the Phase-1 of the Integrated Coastal Aquaculture Facilities by December,2023

4.3.SCOPE OF THE BID

The Bidders are expected to **submit their Bids ‘Online’ in Three Parts i.e., (i) Pre- Qualification Bid; (ii) Technical Bid; and (iii) Price Bid:**

Part I Pre-Qualification Bid

Pre-Qualification Bid comprises of Covering letter, ‘Bid Security’(EMD) of Rs.3,00,000/- (Rupees Three Lakhs only), Power of Attorney for signing the Application, Power of Attorney for signing the Application, Power of Attorney for Lead Member of Consortium, Consortium Agreement (in case of a Consortium), Proof of Payment of Bid Processing Fee, Signed RFP Document along with Annexure, Addenda and Supporting Documents.

Part II- Technical Bid

‘Technical Bid’ comprises of Capability Statements of the Firm / Consortium & Project Undertakings for meeting the Minimum Development Obligations, Development Controls and Technical Specifications, Applicable Permits etc. (Refer Section-II of the RFP for the Formats).

Part III- Price Bid

‘Price Bid’ as per the format provided in the RFP Document.

‘Hard Copies of the Technical Bid’* comprising of ‘Pre-Qualification’ and ‘Technical & Financial Criteria Documents’, sealed in an ‘Envelope’, shall be submitted within the due date and time as specified in “Schedule of RFP Process”, which shall be a reference document to the Authority. Non-submission of the Hard Copies of the Technical Bid will render the Bid as Non-Responsive and subject to Disqualification.

(*‘Price Bid’ should not be submitted along with the ‘Hard Copies of the Technical Bid’)

4.4. BIDDER’S RESPONSIBILITY FOR DATA

- 4.4.1.** While preparing the Bid, the Bidder shall consider the information provided in this RFP in totality.
- 4.4.2.** The technical details provided in Section IV (Project Information Memorandum) of RFP are based on the site status and assumptions of the Authority. However, the Bidders shall be wholly responsible for all the details of their Bids, the physical and site conditions, etc. In essence, after the Bid is submitted, the Bidder shall be the ‘owner’ of all the data, which forms the basis of the Bid and shall have no claims whatsoever on the Authority regarding the accuracy of the data or designs, drawings, concepts plan etc. furnished in the RFP.
- 4.4.3.** Bidder shall carry out site visits, surveys, investigations etc. at their own cost and risk with the permission of the Authority.

4.5. BIDDER’S ELEGIBILITY CRITERIA

4.5.1. General Eligibility

- a) This invitation of Bid is open to all interested Bidders; may either be a single entity or Consortium (maximum of three entities coming together) to implement the Project.
- b) All firms/Companies/ Consortia, who have submitted the RFP Document will be considered, subject to their meeting the specific criteria set forth in the RFP. The Bids would be evaluated based on the details and data furnished. Authority’s decision regarding Bidder’s eligibility or otherwise shall be final and binding.
- c) Bids submitted by a Consortium of not more than three entities as members shall comply with the following requirements:
 - i. Consortium Agreement duly signed by all the members of the Consortium shall be submitted along with the Bid. The members shall nominate one of the members of the Consortium thereof as the Lead Member (subject to fulfilling the conditions stipulated in the RFP.)
 - ii. The Consortium Agreement shall clearly state the roles & responsibilities, proposed to be shared, among the members of Consortium during project execution and implementation.
 - iii. The Lead Member shall be authorized by the other members of the Consortium to act for and on behalf of the Consortium including interacting with the Authority, receive

instructions and furnishing Bid Security etc.

- iv. The Lead Member and other Consortium members shall be jointly and severally liable for the implementation of the Project in accordance with the terms of the Lease Agreement, and a statement to this effect shall be included in the Consortium Agreement.
 - v. All the information as per the requirements of the RFP shall be provided to the lead member of the Consortium.
 - vi. The Bid shall be legally binding on all the members of the Consortium.
 - vii. No member of the Consortium shall be changed after submission of the Bids/Signing of the Lease Agreement.
 - viii. The Bids would be evaluated based on the details and data furnished. Authority’s decision regarding Bidder’s eligibility or otherwise shall be final and binding.
- d) The Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to the Authority and the Authority may request the Bidders for the same till signing of the Lease Agreement.
- e) Bidders may be required to periodically update (at times to be notified by the Authority) the information submitted in their Capability Statement with regard to the following:
- i. Evidence of availability of financial resources;
 - ii. Audited Balance sheets including the effect of known commitments;
 - iii. Commitments of other works awarded since submitting the Bid;
 - iv. Any other information that might be requested;
 - v. Any information known to the Bidder that may affect its ability to perform the contractual obligation.
- f) A Bidder may be disqualified if it is determined by the Authority, at any stage of the bidding process that the Bidder fails to continue to satisfy the Eligibility Criteria and Technical Criteria. Supplementary information or documentation regarding the criteria may be sought from the Bidders at any time and the same shall be so provided within the time frame stipulated by the Authority.

4.5.2. Minimum Equity Commitment

The Preferred Bidder shall be required to provide legal documents of the Company under the Companies Act, 2013 prior to signing of Lease Agreement. The Preferred Bidder/Consortium as a whole shall hold minimum 51% of the paid-up equity share capital of the Project Lessee at all times during a period that shall not be less than 5 Years from the date of signing of the Lease Agreement. In case of Preferred Bidder being a Consortium, the Lead Member shall hold at least 26 per cent of the paid-up equity share capital of the PROJECT LESSEE for a period that shall not be less than 10

Years from the date of signing of the Lease Agreement and other constituent members of the Consortium, shall hold at least 10% of the paid-up equity share capital of the PROJECT LESSEE each for a period that shall not be less than 5 Years from the date of signing of the Lease Agreement. No change in composition of the Preferred Bidder/Consortium shall be made for a period of 5 Years (the "Lock-in Period") from the date hereof. Any transfer of such share capital after such 5 Years shall require the prior written approval of the Authority, which shall not be unreasonably denied.

4.5.3. Conflict of Interest

4.5.3.1. A Bidder shall not have a conflict of interest (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 be entitled to forfeit and appropriate the 'Bid Security' or 'Performance Security', as the case may be, as mutually agreed genuine pre-estimated loss and damage 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 (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Lease Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (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%(five 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% (five 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 4A of the Companies Act 1956. For the purposes of this Clause 4.1.3.1, 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% of the subscribed and paid up equity shareholding of such intermediary; or
- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, authorization loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, authorization loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

- iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - v. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other;
- Or**
- vi. such Bidder or any Associate thereof has participated as a 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 4.5.3.1, shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "Associate"). As used in this definition, 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 shares 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 by operation of law.

A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the

- 4.5.3.2. 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 Lease Agreement. In the event any such adviser is engaged by the Preferred Bidder or Lessee, as the case may be, after issue of the LoA or execution of the Lease Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LoA or the Lease 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 Lease Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Preferred Bidder or Lease 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 6 (Six) Months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) Years from the date of commercial operation of the Project.
- 4.5.3.3. Any award of Lease pursuant to this RFP shall be subject to the terms of Bidding Documents

4.5.4. Change in Ownership

- 4.5.4.1. By submitting the Bid, the Bidder acknowledges that it qualifies on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members. The shareholding

pattern of the consortium members shall be maintained as per the stipulations of RFP Document including its addendum. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Lease Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Lease Agreement, be deemed to be a breach of the Lease Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 4.5.4.1 shall apply only when the Bidder is a Consortium.

- 4.5.4.2. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of change in control of a Consortium Member or an Associate whose Technical Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LoA from the Preferred Bidder, as the case may be. In the event such change in control occurs after signing of the Lease Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Lease Agreement, be deemed to be a breach of the Lease Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Lessee. In such an event, notwithstanding anything to the contrary contained in the Lease Agreement, the Authority shall be entitled to 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 under the Bidding Documents and/ or the Lease Agreement or otherwise.
- 4.5.4.3. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Lease Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Lease Agreement, be deemed to be a breach of the Lease Agreement and dealt with as such there under.

4.5.5. Basic Mandatory Criteria

The Sole Bidder or any one member of the Bidding Consortium shall have the following Registrations / Licenses:

1. Firm / Company Registration
2. GST Registration.
3. PAN Registration
4. Trade / Industry License/ MSME Registration / Fisheries Activity/AnyOther Registration.
5. License / Registration with the Fisheries Department (Central / State / Local Authority) / Any Other Govt. Agency.

4.5.6. Desirable Quality Standard Criteria

The Applicant / Bidder shall have the following Desirable Standards:

1. Coastal Aquaculture Authority Registered Aquaculture Farms / Hatcheries.
2. Any Other Concerned Aquaculture Authority / Govt. Agency.
3. MPEDA Registration or Any Other Concerned Govt. Agency.

4.5.7. Financial Capability

The Sole Bidder or Lead Member of the Bidding Consortium, shall have the following Financial Eligibility Criteria:

1. Average Annual Turnover of Rs.5 Crores (Rupees Five Crores Only) in the last ‘Five (5) Financial Years’ (FY 2017-18; 2018-19; 2019-20; 2020-21 & 2021-22), as per their Audited Annual Reports (OR)
2. Net-worth of Rs.5 Crores (Rupees Five Crores Only) as per their latest Audited Annual Reports for the Financial Year 2022-23.

Net-worth: *The definition of the Net-worth shall be as per the Section 2 of the Companies Act 2013.*

4.5.8. Experience Criteria

The Sole Bidder or any one Member of the Bidding Consortium (not more than Three), shall meet following conditions to meet the Technical Experience:

- (a) Development/Establishment Experience in Aquaculture / Mariculture / Pisciculture / Hatchery Operations/Feed Plants/Processing Plants/Any other related Fisheries Activities (Any Part of these Activities) with at least One ‘Developed Project’* with an ‘Output Capacity’ of 10.00 Lakh Pcs. of ‘Fry/Fingerlings/Crab Seed/Scampi Seed/Shrimp Seed/Marketable Size’ Per Annum (OR) an ‘Output Value’ of Rs.5.00 Cr. Per Annum in the last 5 Years.
(OR)
- (b) Operation & Management (O&M) Experience of 5 Years in Aquaculture / Mariculture / Pisciculture / Hatchery Operations/Feed Plants/Processing Plants / Any Other Related Fisheries Activities (Any Part of these Activities) with at least One ‘Operational Project’* with an ‘Output Capacity’ of 10.00 Lakh Pcs. Of ‘Fry/Fingerlings/Crab Seed/Scampi Seed/Shrimp Seed/Marketable Size’ Per Annum (OR) an ‘Output Value’ of Rs.5 Cr. Per Annum in any year during the last 5 Years.

**The bidder shall submit the ‘Experience Certificates’ from the concerned Authority as ‘Documentary Proof’ for the ‘Technical Experience Criteria’.*

4.5.9. Technical Presentation

The technically qualified Bidders shall give ‘Detailed Presentation’ to the ‘Technical Committee’ constituted by the Authority on their ‘Similar Project Experience’ and ‘Project Approach’ for operation of Integrated Coastal Aqua Facilities at Mulapolam. The evaluation of Presentation shall be carried out by the ‘Technical Committee’.

4.5.10. Qualification through Affiliates

The Bidding Company (in case of a single Bidder / Consortium) can draw upon the Technical Capability of one or more of its Affiliates. In either case, the ownership relation between the Bidder and the Affiliate(s) must be explained.

For purposes hereof, “Affiliate” means a Company that directly or indirectly controls, through one or more intermediaries, or is directly controlled by, or is under the common control of the Bidding

Company, ‘Control’ as used here, means ownership by one company of more than 50% of the voting rights of the other company.

4.5.11. Special Conditions for a Consortium

- a) For evaluation of Financial Capability, the following conditions shall additionally apply:
 - i. The maximum number of members in the Consortium shall be three including the Lead Member.
 - ii. The Lead Member shall fulfil 100% of the Financial Criteria as mentioned above.
 - iii. The Consortium as a whole shall be required to commit to hold a minimum equity participation of 51% in the Project LESSEE at all times during a period that shall not be less than eight (8) Years from the date of signing of the Lease Agreement.
 - iv. Minimum equity commitment shall be as per the Clause 4.5.2.
- b) For evaluation of Experience Criteria as stipulated in Clause 4.5.8, only such projects would be considered for evaluation, which have been developed/ operated by any one constituent member of the Consortium either on its own or as a lead member of a Consortium Lessee.

4.5.12. Special Conditions for a Sole bidder:

In case of Sole Bidder, he shall be required to commit to hold a minimum equity participation of 51% in the Project LESSEE at all times during a period that shall not be less than five (5) Years from the date of signing of the Lease Agreement. However, for any change in the composition of the LESSEE, prior approval of the Authority has to be taken.

4.5.13. Non-Compliance with RFP

The Authority reserves the right to terminate Bidder’s participation in the bidding process at any time, should the Authority consider that a Bidder has, without the prior consent, failed to comply with the procedures and requirements prescribed in the RFP.

4.6. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its Bid, including site visits, field investigations, data collection, analysis, etc. and also any discussions/negotiations. The Authority shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

4.7. SITE VISIT AND VERIFICATION OF INFORMATION

- 4.7.1.** Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining themselves the site conditions, location, neighborhood developments, catchment analysis, climate, availability of power, water and other utilities for construction, access to site, applicable laws and regulations, and any other matter considered relevant by them.
- 4.7.2.** 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) 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 4.7.1 above;
- d) satisfied itself about all matters, things and information including matters referred to in Clause 4.7.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of 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 4.7.1 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 Lease Agreement by the Lessee;
- f) acknowledged that it does not have a Conflict of Interest; and
- g) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

4.8. VERIFICATION AND DISQUALIFICATION

4.8.1. 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.

4.8.2. The Authority reserves the right to reject any Bid and appropriate the ‘BidSecurity’ if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Bidder does not provide, within the time specified by the Authority, the 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 and each Member shall be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been evaluated and Preferred Bidder gets disqualified / rejected, then the Authority may

- i. invite the Second highest Bidder/ Third highest Bidder excluding the highest Bidder to match with the highest Bidder Price Quote: or
- ii. take any such measure as may be deemed fit at the sole discretion of the Authority, including annulment of the Bidding Process.

4.8.3. In case it is found during the evaluation or at any time before signing of the Lease Agreement or after its execution and during the period of subsistence thereof, including the Lease thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has provided any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Lessee either by issue of the LoA or entering into the Lease Agreement, and if the Preferred Bidder has already been issued the LoA or has entered into the Lease Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Preferred Bidder or the Lessee, as the case may be, without the Authority being liable in any manner whatsoever to the Preferred Bidder or Lessee. In such an event, the Authority shall be entitled to 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 under the Bidding Documents and/ or the Lease Agreement, or otherwise.

4.9. BID PROCESSING FEE (Bid Document Cost)

4.9.1. It is mandatory to pay ‘Bid Processing Fee’ by making an ‘Online’ payment of Rs.29,500/- (Rupees Twenty-Nine Thousand Five Hundred only) including the GST to NFDB at the GoI eProcurement Portal or by making a payment of Rs. 29,500/- (Rupees Twenty-Nine Thousand Five Hundred only) in the form of Demand Draft / Banker’s Cheque from any Nationalized/ Scheduled (excluding Co- operative) Bank in favour of ‘National Fisheries Development Board’ payable at Hyderabad. The Proof of Payment towards ‘Bid Processing Fee’ shall be submitted as part of the Proposal.

4.9.2. Any Bid not accompanied by proof of ‘Bid Processing Fee’ as per 4.9.1 shall be rejected by the Authority as non-responsiveness and their Bids shall not be considered for evaluation.

4.10. POWER OF ATTORNEY FOR BID SIGNATORY

4.10.1. Power of Attorney, duly notarised and on a non-judicial stamp paper worth Rs.100 (Rupees One Hundred only), issued and signed by all the members of the bidding consortium appointing the Lead Member to act on its behalf in such capacity as its representative for the implementation of the Project shall be submitted as per the format provided in Appendix A7 of Section II of this RFP.

4.10.2. Power of Attorney duly notarised and on a non-judicial stamp paper worth Rs.100 (Rupees One Hundred only) issued and signed by the Bidder/Lead Member of the Bidding Consortium in favour of a specified person to act as the official representative of the Bidder/Bidding Consortium for the purpose of signing documents, making corrections/modifications and interacting with the Authority shall be submitted as per the format provided in Appendix A8 of Section II of this RFP.

4.11. VALIDITY OF BID

4.11.1. The Bids submitted shall remain valid for 180 Days from the Due Date of submission.

- 4.11.2.** In exceptional circumstances, prior to the expiry of the original Bid validity period, the Authority may request the Bidders to extend the period of validity for a specified additional period. The request for the extension shall be made in writing. Bidder will not be permitted to modify their Price Bid, but will be required to extend the validity of the ‘Bid Security’ for the period of extension, and in compliance with Clause 4.12 hereof.

4.12. BID SECURITY TO BE SUBMITTED BY BIDDERS

- 4.12.1.** The Bidder shall, along with the Bid, furnish a ‘Bid Security’(EMD) of **Rs.3,00,000/- (Rupees Three Lakhs only)** in the form of unconditional and irrevocable Bank Guarantee from any Nationalised/ Scheduled (excluding Co- operative) Bank as listed on the RBI Website and amended as on the date of issuance of bank guarantee, in favour of ‘National Fisheries Development Board’ operable in Hyderabad or shall make the payment ‘Online’ at the GoleProcurement Portal, the Proof of which (UTR Number) shall be submitted as part of the Proposal.
- 4.12.2.** Any Bid not accompanied by an acceptable ‘Bid Security’ in the manner stated above shall be rejected by the Authority as non-responsiveness and their Bids shall not be opened for evaluation.
- 4.12.3.** The Bank Guarantee towards ‘Bid Security’ shall be valid for 240 Days from the Due Date of submission, inclusive of a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. 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.
- 4.12.4.** The ‘Bid Security’ of unsuccessful Bidders, except the Bidder (L2) next to the Preferred Bidder (L1), will be returned promptly by the Authority without any interest, but not later than one Month after the expiration of the Bid Validity Period, or within 15 Days of issue of Letter of Award (LoA) to the Preferred Bidder, whichever is earlier. The ‘Bid Security’ of L2 will be returned within 15 Days of signing of Lease Agreement with the Preferred Bidder.
- 4.12.5.** The ‘Bid Security’ of L1 shall be retained till it has provided a ‘Performance Security’ in terms hereof and signed the Lease Agreement.
- 4.12.6.** The ‘Bid Security’ of L1 & L2 shall be extended beyond the original validity period in case the signing of Lease Agreement is delayed due to any reason.
- 4.12.7.** The Authority shall be entitled to forfeit and appropriate the ‘Bid Security’ as mutually agreed genuine pre-estimated compensation/ damages to the Authority in any of the events specified in Clause 4.12.8 herein below. 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 as specified in this RFP. No relaxation of any kind on ‘Bid Security’ shall be provided to any Bidder.

4.12.8. The ‘Bid Security’ shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Lease 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 Clause 9 of this RFP;
- b) If the Bidder withdraws his Bid during the period of Bid Validity (includes Bid processing time) as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority within the validity period; or
- c) If the Bidder refuses to accept the correction of errors in his Bid; or
- d) If the Bidder submits a conditional Bid which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and/or is not accepted by the Authority; or
- e) In the case of Preferred Bidder, if it fails within the specified time limit -
 - i. to sign and return the duplicate copy of LoA; or
 - ii. to furnish the ‘Performance Security’ within the period prescribed thereof and herein; or
 - iii. to pay the non-refundable ‘Project Development Fee’ in accordance with the provisions hereof; or
 - iv. to pay the ‘Advance Annual Lease Amount’ in accordance with the provisions hereof; or
 - v. to sign the Lease Agreement

4.13. MISCELLANEOUS INSTRUCTIONS

- 4.13.1.** The Authority reserves the right to disqualify Bidders at any stage of the bidding process if the details submitted for pre-qualification are found to be incorrect or untrue.
- 4.13.2.** Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP might be considered non-responsive and may be liable for rejection.
- 4.13.3.** Adherence to formats, wherever prescribed, is required. Non-adherence to formats shall be a ground for declaring a Bid non-responsive.
- 4.13.4.** All communication and information from the bidder shall be provided in writing and in English language and only through Email only.
- 4.13.5.** All financial data shall be provided (converted) in Indian Rupees only. The conversion ratio has to be specified clearly.
- 4.13.6.** All communication and information provided should be legible, and wherever the information is provided in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be

taken as correct.

- 4.13.7.** No change in, or supplementary information to a Bid shall be accepted once submitted. However, the Authority reserves the right to seek additional information and/ or clarifications from the Bidders, if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information and/ or clarifications sought by the Authority, may be a ground for rejecting the Bid.
- 4.13.8.** If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by the Authority, is found to be incorrect or is a material misrepresentation of facts, then the Bid shall be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of the Authority and if the Authority is adequately satisfied.

4.14. BID RESPONSIVENESS

4.14.1. A Bid shall be deemed “non-responsive” if it does not satisfy any of the following conditions:

- i. It is not received by the Due Date and time
- ii. It does not include sufficient information/ details for it to be evaluated and/or is not in the formats specified in this RFP.
- iii. It is not signed and/or sealed in the manner as specified in this RFP.
- iv. ‘Bid Security’ for specified amount does not accompany it.
- v. It is not accompanied by Proof of Bid Processing Fee of RFP as per 4.9.1

4.14.2. Non-responsive Bids shall be liable for rejection at any stage during the Bid evaluation process and the decision of the Authority in this regard is final and binding.

4.15. CLARIFICATION & AMENDMENT OF RFP DOCUMENTS

4.15.1. Bidder requiring any clarification on the RFP Document shall request the Authority in writing by Email (any reference to either Email shall be interpreted to include the other) at the address provided below:

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

4.15.2. The Authority will respond to any request for clarification, which are received within the timeline as stipulated in the Schedule of RFP Process. Summary of Pre- bid query responses provided by the Authority will be posted on NFDB Website: www.nfdb.gov.in including a

description of the query.

- 4.15.3.** 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 shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 4.15.4.** 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 provided by the Authority or its employees or representatives shall not in any way or manner be binding on the Authority.
- 4.15.5.** The Bidders shall note that reliance upon information/ clarification that is provided by any other source shall be at the risk of the Bidders.
- 4.15.6.** At any time prior to the Bid Due Date, 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 Addenda /Corrigenda in the Govt. of India eProcurement Portal: <https://www.eprocure.gov.in>; NFDB Website: www.nfdb.gov.in; and Dept. of Fisheries, Gol., Website: www.dof.gov.in; only.
- 4.15.7.** Any Addendum/Corrigenda thus issued shall be part of the RFP Document.
- 4.15.8.** In order to afford the Bidders a reasonable time for taking an Addendum/ Corrigendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

5. BIDDING PROCESS

- 5.1.** The Bidders are required to submit their bids ‘Online’ in Three Parts namely (i) Pre-qualification Bid, (ii) Technical Bid and (iii) Price Bid, in the forms provided on Govt. of India eProcurement Platform/Website. Scanned copies of required documents must also be uploaded at the eProcurement Portal/Website.
- 5.2.** Hard copies of required documents shall also be submitted ‘Offline’ in Two separate envelopes (Pre-qualification bid and Technical Bid) put together in an Outer Envelope to the Chief Executive, National Fisheries Development Board office by the due date and time.
- 5.3.** The Technical Bids of the Bidders will be evaluated for assessing the Bidder’s Financial and Experience Capabilities vis-à-vis the stipulated Eligibility Criteria & Submission of Project Undertakings as first stage of Bid evaluation, subject to the fulfilment of other requirements such as submission of ‘Bid Security’, Proof of ‘Bid Processing Fee’ etc.
- 5.4.** The responsive Bids in the Pre-qualification Stage will be considered for technical evaluation. The Technically qualified Bids will only be eligible for evaluation of their Price Bid. Evaluation of the ‘Price Bids’ will be the final stage of evaluation process.

- 5.5.** In order to accomplish a comprehensive, expeditious and fair Bid evaluation process, Bidders are requested to study the contents of the RFP Documents completely and carefully. The Bidders may obtain clarifications, if required from the Authority in this regard.
- 5.6.** The evaluation of Bids would lead to the selection of Preferred Bidder. The Preferred Bidder would be required to incorporate Company under the Companies Act, 2013 following which the Lease Agreement would be signed between the Authority and the Project LESSEE along with the Preferred Bidder as Confirming Party.
- 5.7.** Generally, the Selected Bidder shall be the highest (L1) Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in this RFP, the second highest bidder (L2) be invited to match the Bid submitted by the highest (L1) Bidder in case such highest Bidder withdraws or is not selected for any reason. In the event the second highest bidder (L2) does not match the Bid of the highest Bidder, the third highest bidder (L3) be invited to match the Bid submitted by the highest (L1) Bidder. In the event the third highest bidder (L3) does not match the Bid of the highest Bidder, the Authority may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be, as detailed in Clause 7.5.2 and & 7.5.3.

6. PREPARATION AND SUBMISSION OF BIDS

6.1. GENERAL SUBMISSION

- 6.1.1.** Bids shall be submitted ‘Online’ in Three (3) Parts namely (i) Pre- qualification Bid, (ii) Technical Bid and (iii) Price Bid, in the Forms / Formats provided on eProcurement Platform. Scanned copies of required documents must be uploaded to eProcurement Portal only.

‘Hard Copies of the Technical Bid’* along with the “Originals Copies” of (i) Bid Processing Fee; and (ii) ‘Bid Security’ / ‘Bank Guarantee’ / Proof of ‘Online Payment UTR Number’ and other required documents as specified in the RFP shall be submitted within Three (3) Working Days after the ‘Due Date’ for ‘Online’ Submission at O/o. The Chief Executive, NFDB, Pillar No: 235, PVNR Expressway, SVPNPA Post, Hyderabad-500052. Non-submission of the Hard Copies of the Technical Bid will render the Bid as Non-Responsive and subject to Disqualification. (*‘Price Bid’ should not be submitted along with the ‘Hard Copies of the Technical Bid’)

However, information submitted through 'Online Portal' only would be considered for the purposes of Bid Evaluation. The Authority shall under no circumstances consider any additional information that is provided as part of 'Hard Copy' submission

- 6.1.2.** The following Documents shall be submitted in the Pre-qualification Bid, in Original:
1. Covering Letter/Application as per Appendix A1 of Section II, of this RFP;
 2. Checklist of submissions as per Appendix A2 of Section II, of this RFP;
 3. Proof of ‘Online’ payment UTR Number (OR) either Demand Draft or unconditional and irrevocable Bank Guarantee as per Appendix A3 of Section II, of this RFP towards ‘Bid

Security’(EMD) of Rs.3,00,000/- (Rupees Three Lakhs only);

4. Letter of Undertaking that the Bidder is not barred by Government of Telangana/any State Government/ Government agency or the Govt. of India of India from participating in such projects as per Appendix A4 of Section II, of this RFP;
5. An undertaking to submit ‘Performance Security’ (Bank Guarantee) and interest-free ‘Advance Lease Amount’ (Security Deposit), ‘Bid Development Fee’ before signing of Lease Agreement as per Appendix A5 of Section II of this RFP;
6. In case of Bidder being a Consortium, Consortium Agreement duly signed by all members of the Consortium as per Appendix A6 of Section II, of this RFP;
7. In case the Bidder is a Consortium, Power of Attorney nominating one member as Lead Member of the Consortium as per Appendix A7 of Section II, of this RFP;

6.1.3. In the case of ‘Hard Copy’ submission, all the above submissions in original shall be placed in a sealed Envelope and labelled as ***“Bid for O&M of Phase -1 of the ‘Integrated Coastal Aquaculture Facilities’ at Mulapolam Village, Srikakulam District, Andhra Pradesh in Lease Mode”***

6.1.4. The envelope shall be addressed to
The Chief Executive
National Fisheries Development Board
Pillar No: 235, PVNR Expressway
SVPNPA Post, Hyderabad – 500 052 Telangana State, India.
Phones: +91-040-24000201; 24000177.

6.2. INSTRUCTION FOR SUBMISSION OF TECHNICAL BID

Technical Bid comprises of Eligibility / Capability Statements and Project Undertaking.

Capability Statement

Bidders are required to submit Capability Statement along with the Bid submission. In case of ‘Online’ submission, Bidders are required to upload the Capability Statement at the Gol eProcurement Portal.

6.2.1. General Information of the Bidder

- a) Details of the place of incorporation, registered office (or its equivalent), current directors, key management personnel and principal shareholders, legal jurisdiction, principal country where assets are located, and, where the Bidder is a subsidiary company, the details of the Bidder’s status as a subsidiary together with the name, registered office (or its equivalent), current directors and principal shareholder of its immediate and all superior holding companies.
- b) In case of Bidder being a Consortium, the above information should be provided for all the members of the Consortium including the role of each member of the Consortium in implementation of the Project.

- c) Contact Details comprising name, address, telephone and facsimile numbers, Email address of the Bidder (Lead Member and each member in case of Consortium) and the names and titles of the persons who are the principal contact persons shall be provided. This information is to be provided as per Appendix B1 of Section II, of this RFP.

In case of ‘Online’ submissions, Bidder shall upload all the above documents at the Gol eProcurement Portal Only.

6.2.2. Financial Qualification (to meet the Eligibility Criteria)

- a) The Bidders shall submit their Financial Qualifications/Data as per Appendix B2 of Section II,
- b) The Bidders shall be required to submit Audited Annual Accounts of Single Entity or Lead Member of the Consortium (whose financials have been taken into account to meet financial eligibility criteria) for past five financial Years before the Application Due Date in support to the above, as attachments to the Appendix B2, Section II, of this RFP.

(Or)

- c) The Bidders (Single Entity or Lead Member of the Consortium (whose financials have been taken into account to meet financial eligibility criteria) shall be required to submit Net Worth Details in the preceding Financial Year before the Application Due Date (As on 31st March 2023) as per the Audited Annual Report.

In case of ‘Online’ submissions, Bidder shall upload all the above documents at the Gol eProcurement Portal Only.

6.2.3. Experience Qualification (to meet the Eligibility Criteria)

- a) The Bidders (Sole Bidder or members of the Consortium) shall be required to furnish the details of Basic Mandatory Criteria as per Appendix B3 and Desirable Quality Standards Criteria as per Appendix B4 of Section II of this RFP.
- b) Development / Construction Experience: The Bidders (Sole Bidder or any one member of the Consortium) shall be required to furnish the details of Development / Construction Experience of ‘Eligible Projects’ as per Appendix B5 of Section II of this RFP.
- c) Operation and Management Experience: The Bidders (Sole Bidder or any one member of the Consortium) shall be required to furnish the details of O&M Experience as per Appendix B6 of Section II of this RFP
- d) Experience Certificates duly attested in support of Development/ Construction / Operational Experience.

In case of ‘Online’ submissions, Bidder shall upload all the above documents at the Gol eProcurement Portal Only.

6.2.4. Experience Qualification (to meet the Eligibility Criteria)

The Bidders shall be required to submit their Project Undertaking as per Appendix B7.

6.3. INSTRUCTION FOR SUBMISSION OF PRICE BID

6.3.1. The Bidders shall be required to submit their ‘Price Bid’ as under:

- a) ‘Price Bid’ Letter & Format as per Annexure C1 (RFP Section II) duly filled in to quote the “Highest Lease Amount “in the Format as provided in the RFP duly filled.

- b) The Bidder shall Quote their ‘Price Bid’ on the Gol eProcurement Portal only as per the ‘Format’ provided.

6.4. COMMON INSTRUCTIONS

- 6.4.1.** The Bid must be received by the Authority not later than the date and time specified in the ‘Bid Summary’ and “Schedule of Bidding Process” at the Gol eProcurement Portal mentioned in the RFP.
- 6.4.2.** Bids submitted by Fax, Telex, Telegram, Email or Post or any other means shall not be entertained and shall be rejected.

6.5. SIGNING OF BID

The Authorized Signatory shall sign or initial each page of the Bid Document along with the Stamp of the Bidding Firm, Scan and Upload the same. They should also Sign and Stamp each page of the RFP (including the Draft Lease Agreement) issued and submit the same along with the Bid to the Authority.

6.6. BID DUE DATE

- 6.6.1.** Bids shall be uploaded through ‘Online’ only before the Due Time and Due Date at the Gol eProcurement Portal.
- 6.6.2.** The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum/Corrigendum in accordance with Clause 4.15 and will be communicated only through Gol eProcurement Portal, NFDB and DoF, GoI Websites

6.7. REJECTION OF BIDS

- 6.7.1.** The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.
- 6.7.2.** 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.

7. BID OPENING AND EVALUATION

7.1. OPENING OF BIDS

- 7.1.1.** The Authority will download the Pre-qualification bids submitted by the bidders and examine the bids.
- 7.1.2.** The Technical Bids of the Bidders who have satisfactorily submitted the documents in the pre-qualification bid will only be downloaded and examined subsequently.
- 7.1.3.** The ‘Price Bids’ of the Bidders who qualify in the evaluation of Technical Bids only would be downloaded and examined,

7.2. PROCESS TO BE CONFIDENTIAL

7.2.1. The documents including this RFP and all attached documents relating to the examination, clarification, evaluation, comparison of Bids and recommendations for the award of a contract, provided by the Authority are and shall remain or become the property of the Authority. 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 7.2.1 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders, any Bid document or any information provided along therewith.

7.3. PROCESS TO BE CONFIDENTIAL

7.3.1. To assist in the examination, evaluation, and comparison of Bids, the Authority may, at its discretion, ask any Bidder for information/ clarification/ substantiation.

7.3.2. In addition, the Authority may utilize services of any advisors/experts to assist in the examination, evaluation and comparison of Bids.

7.3.3. However, clarifications if any required from Bidder, shall be in written form and will be sought through Email by the Authority.

7.4. EVALUATION OF BIDS

7.4.1. Evaluation of Technical Bid:

- a. Process: The Authority shall constitute a ‘Technical Committee’ for the purpose of Bid Evaluation. The submissions of the Technical Bid would be evaluated to check its’ substantial compliance with the stipulated requirements. If the submission is not in substantial compliance, the submission will be rejected and the Bidder will be eliminated from further evaluation process. The right to determine the ‘substantial compliance’ or otherwise will rest solely with the Authority/ ‘Technical Committee’ and no correspondence and/or representation towards this will be entertained. A Technical Bid that is in substantial compliance is one that is accompanied by the required documents in the prescribed format that conforms to the requirements without material deviation or reservation (i.e. which affects in any substantial way the scope, obligations, quality, specifications, standards, rules, controls and performance of the Project) and is submitted as per the requirements stipulated under this RFP.
- b. Cause for Rejection: The required information shall be provided in “reasonable detail” and in the prescribed formats only. For purposes here, ‘reasonable detail’ means that, the submissions in the Technical Bid generally meet the requirements. The determination of whether the information has been provided in ‘reasonable detail’ rests solely with the Authority’.
- c. The Authority/ ‘Technical Committee’ may discuss, request clarifications/ substantiation/additional information and require meeting with the Bidders or Presentation by the Bidders on their Technical Bids. The Bidder shall provide clarifications/ substantiation/additional information, as requested within the specified period.
- d. Technical Presentation: The technically qualified Bidder shall give a ‘Detailed Presentation’ to

the Technical Committee constituted by the Authority on their ‘Similar Project Experience’ and ‘Project Approach’ for the development of Integrated Coastal Aquaculture Facilities’ at Mulapolam Village, Srikakulam District, Andhra Pradesh, as per the Minimum Performance Obligations stipulated in the RFP. The Evaluation of Presentation shall be carried out by the ‘Technical Committee’.

- e. The Evaluation of the Technical Bid is summarized as below:

S.NO.	Eligibility Criteria	Qualified
1	General Eligibility Criteria	Yes/No
2	Financial Criteria	Yes/No
3	Experience Criteria	Yes/No
4	Technical Presentation	Yes/No

If answer to any one of the above four items is ‘No’, the Bid shall be non-qualifying and hence would not be taken up for evaluation of Price Bid. If answer to all of the four items is ‘Yes’, then the Bid will be considered for the next stage i.e., “Review of Price Bid and its Evaluation”.

7.4.2. Evaluation of Price Bid:

- If the submission is in substantial compliance with the ‘Price Bid’, then, ‘Bid Evaluation Committee’ will review and evaluate the Price Bid. If the submission does not satisfy the criteria, the submission will be rejected and the Bidder will be eliminated from further evaluation process.
- Requirements for Substantial Compliance: Prior to the detailed evaluation of the Price Bid, ‘Bid Evaluation Committee’ will determine whether each Bid or Bidder is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:
 - it is received as per the format
 - it does not contain any condition or qualification; and
 - it is not non-responsive in terms hereof.
 - is presented in a manner that conforms with the requirements of the RFP;

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.

7.4.3. ‘Price Bid’ Parameter & Evaluation of ‘Price Bid’ Parameter

The ‘Bid Parameter’ shall be the ‘**Highest lease rate**’ for the Phase -1 facilities of the ‘Integrated Coastal Aquaculture Facilities’ at Mulapolam.

The ‘Price Bid’ is based on the highest lease amount “. An Amount of Rs 1,60,00,000/- (Rupees One Crore and Sixty Lakhs) had been fixed as the **Reserve Lease Amount** per annum. The bidder has to quote the lease amount payable by them which shall be above the reserve price indicated herein. This quoted amount will be considered as the base price for the first year. For subsequent years, it will automatically have escalation clause of 5% of the preceding year amount for any year in discussion after the first year of lease.

Applicable Taxes such as GST on the above shall be paid by the Lessee.

7.5. SELECTION OF BIDDERS

7.5.1. Subject to the provisions of Clause 6.7.1, the Bidder whose Bid is adjudged as the highest lease rate shall be declared as "**Preferred Bidder**".

Bidders would be ranked in the decreasing order of the lease rate

Name of Bidder	Bid	Rank
L1	First highest Lease rate	1
L2	Second Highest Lease rate	2

The Bidder / Bidding Consortium quoting highest lease rate considered as the ‘Preferred Bidder’.

7.5.2. 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.

7.5.3. After selection, a Letter of Award (the “LoA”) shall be issued, in duplicate, by the Authority to the Preferred Bidder and the Preferred Bidder shall, within 7 (Seven) working 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 Preferred Bidder is not received by the stipulated date, the Authority will, unless it consents to extension of time for submission thereof, revoke / withdraw the. LoA and appropriate the ‘Bid Security’ of such Bidder as Damages on account of failure of the Preferred Bidder to acknowledge the LoA with any advance intimation thereof, and the next eligible Bidders may be considered.

7.5.4. After acknowledgement of the LoA as aforesaid by the Preferred Bidder, it shall cause the Lessee to execute the Lease Agreement within the period prescribed in Clause 8.5. The Preferred Bidder shall not be entitled to seek any deviation, modification or amendment in the Lease Agreement.

7.6. 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, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

7.7. CONFIDENTIALITY

The confidentiality of the Technical Bid of each Bidder will be respected by the Authority and will not be divulged unless required by operation of law. The contents of the Technical Bids and any

other non-proprietary information of the Preferred Bidder may be made public at the sole discretion of the Authority.

8. AWARD OF PROJECT / SIGNING OF LEASE AGREEMENT

8.1. AUTHORITY’S RIGHT TO REJECT ANY OR ALL BIDS

The Authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to the Award of Lease, without thereby incurring any liability to the affected Bidder or Bidders and /or any obligation to inform the affected Bidder or Bidders of the grounds for its action.

8.2. ISSUE OF ‘LOA’ AFTER EVALUATION OF THE BIDS AND APPROVAL OF THE AUTHORITY

Upon completion of the Bid evaluation process, acceptance of the Bid and intention of award of the Project/ Lease would be conveyed by the Authority to the Preferred Bidder, who satisfies all other compliance requirements. The Letter of Award (LoA) would be issued by the Authority to the Preferred Bidder awarding the project subject to the fulfilment of the preconditions in terms of the RFP and as more particularly to be set forth in the LoA.

8.3. FULFILMENT OF LOA CONSITIONS

8.3.1. Within 15 Days of date of issue of LoA and prior to entering in to the Agreement with Authority, the Preferred Bidder shall be required to pay, in the form of a demand draft drawn on any Nationalized/Scheduled Bank in India, irrevocable and non-refundable ‘Bid Development fee’ equivalent to an amount of Rs.20.00 Lakhs), plus GST, to the Authority, in favour of “National Fisheries Development Board”, payable at Hyderabad.

8.3.2. The Preferred Bidder shall be required to make payment of interest-free ‘Advance Lease Amount’ (Security Deposit) within 15 Days of date of issue of LoA and prior to entering in to the Agreement with Authority in the form of a Demand Draft drawn in favour of “National Fisheries Development Board”, on any Nationalized or Scheduled Bank payable at Hyderabad.

8.3.3. If the Preferred Bidder fails to pay the above Payments within the stipulated period, the Authority would have right to reject the Bid of the selected bidder by forfeiting the ‘Bid Security’ of the Preferred Bidder and consider the offer of the second highest Bidder. The decision of the Authority in this regard is final and binding.

8.4. SUBMISSION OF ‘PERFORMANCE SECURITY

8.4.1. The Preferred Bidder shall be required to submit Bank Guarantees as “Performance Security’ during the Project Period.

Performance Security for the O&M of Phase-1:

Preferred Bidder shall submit one Bank Guarantee of an amount of Rs.50,00,000/- (Rupees Fifty Lakhs Only) towards the ‘Performance Security’ to the Authority within 15 Days from the date of

Letter of Award (LoA) in the format prescribed as part of this RFP. The validity of this ‘Performance Security’ shall be for the initial 5 Years of the O&M Period with lock in period of 6 months from the time of surrendering the lease.

8.5. SIGNING OF LEASE AGREEMENT

- 8.5.1.** The Preferred Bidder shall be required to incorporate a Company/ Consortium if any to implement the Project and sign the ‘Lease Agreement’ with the Authority, within 45 (Forty-Five) Days of the issuance of the LoA.
- 8.5.2.** Payment of non-refundable ‘Project Development Fee’; interest-free ‘Advance Lease Amount’ (Security Deposit) equaling to Three Months of Lease Amount bid by the party for the first year; and Submission of ‘Performance Security’ Bank Guarantees, shall be the preconditions for signing of the Lease Agreement.
- 8.5.3.** If the Preferred Bidder fails to sign the ‘Lease Agreement’ with the Authority within the stipulated time, his ‘Bid Security’ and all other payments made till that date shall be forfeited.
- 8.5.4.** The Authority shall release the ‘Bid Security’ to the Preferred Bidder only upon signing of the Lease Agreement by and between the Authority and the Lessee and the receipt of the ‘Performance Security’.

8.6. EXECUTION OF LEASE AGREEMENT & POSSESSION OF SITE TO LESSEE

The Lessee upon signing of the lease Agreement, a mutually agreeable date to both parties will be fixed by the Authority to hand over the project site along with inventory and records of material / assets in the premises, if any.

8.7. PAYMENT OF LEASE AMOUNT

- 8.7.1.** The Lessee shall, in accordance with the provisions of the Lease Agreement, shall pay the lease to the authority as per the following conditions.
- Lease amount for the Land provided for Phase-1 shall be paid by the lessee as per the price bid
 - The Lease Amount shall be paid in equated ‘Quarterly Instalments as per the date and mode mentioned in the Lease Agreement, every year until the expiry of the Lease Period or early termination of the Agreement.
 - Lease shall be paid in advance on or before 5th of the first month of every quarter. Failure to do so will attract penal interest at 18 percent per annum for the delay period.
- 8.7.2.** The payments shall be in the form of Demand Draft drawn on any Nationalized/Scheduled (Excluding Cooperative) Bank in favor of “National Fisheries Development Board” payable at Hyderabad or through NEFT/RTGS/IMPS.

8.8. PENALTY FOR DELAYED PAYMENTS TOWARD LEASE AMOUNT

If the Lessee fails to make the Lease Amount payments to the Authority, the ‘Quarterly Payments’ within the stipulated period, a penalty @ 18% Per Annum on the outstanding amounts would be effective from the 1st of the due Month of the Quarter. The Authority further reserves the right to forfeit the deposit paid by the Lessee towards the Lease Amount. The Authority shall terminate the agreement with the Lessee for failure to make the Lease Amount payments for over 3 Quarters, as per the terms of Agreement.

8.9. PAYMENT OF THREE MONTHS “ADVANCE LEASE AMOUNT” (Security Deposit)

Lessee shall also pay Interest-Free ‘Advance Lease Amount’ (Security Deposit), an amount equivalent to Three Months of Lease Amount to be calculated as per the bidders quote for First Year within 15 Days from the issue of LoA and before signing of Lease Agreement. Applicable GST shall also be paid by the Lessee.

8.10. LEASE PERIOD

The Total Lease Period for the Project is Five (5) Years commencing from the Agreement Date, After the expiry of the initial Lease Period of Five (5) Years, the Lease shall be extended for a period of another 3 Years as per the Terms of this ‘Request for Proposal’ (RFP). At the end of the Lease Period, the Project shall be transferred to the Authority as per the terms and conditions specified in the Lease Agreement.

8.11. PROJECT REVIEW

Review of Project during Operations & Management

An ‘Independent Consultant’/ ‘Independent Auditor’ shall be appointed by the Authority to review the operations of the project and to Audit the Accounts of the lessee for ascertaining the ‘Total Sale Proceeds’ from the ‘Direct Marketing’ of ‘Bench- marked’ Output to the ‘End Users’ as per the terms of the Lease Agreement and compliances by the lessee and shall be paid by the Lessee.

9. FRAUD AND CORRUPT PRACTICES

- 9.1.** 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 Lease Agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the Lease Agreement, the Authority may reject a Bid, withdraw the LoA, or terminate the Lease Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Lessee, as the case may be, if it determines that the Bidder or Lessee, 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 be entitled to 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 under the Bidding Documents and/ or the Lease Agreement, or otherwise.

9.2. Without prejudice to the rights of the Authority under Clause 4.8 hereinabove and the rights and remedies which the Authority may have under the LoA or the Lease Agreement, or otherwise if a Bidder or Lessee, 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 Lease Agreement, such Bidder or Lessee shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2(two) Years from the date such Bidder or Lessee, 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.

9.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. **"corrupt practice"** means (i) 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 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 Lease Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one 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); or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Lease Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Lease Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- 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 among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

10. PRE-BID MEETING

- 10.1 Pre-Bid Meeting of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of each Bidder shall be allowed to participate on production of authorization letter from the Bidder.
- 10.2 Bidders are advised to inform through mail to the Authority to indicate their names, designation etc., at least Two (2) working days prior to the date of the Pre-Bid meeting.
- 10.3 During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, considered to be appropriate, for facilitating a fair, transparent and competitive Bidding Process.
- 10.4 The Bidders should submit the queries in writing or by Email to NFDB at info.nfdb@nic.in and cenfdb@gmail.com and the same should reach the Authority along with a soft copy (word document) of the same to the Authority by Email before the date provided in ‘Schedule of RFP Process’.
- 10.5 The Pre-Bid Responses will be posted on the NFDB Website: www.nfdb.gov.in; which will subsequently form an Addendum to this RFP.

11. MISCELLANEOUS

- 11.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Hyderabad / Secunderabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 11.2. 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; and/ 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.
- 11.3. 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 with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect,

whether actual or contingent, whether present or in future.

12. GUIDELINES FOR SUBMISSION OF BID ON THE BID ON THE CENTRAL PUBLIC PROCUREMENT (CPP) PORTAL

12.1. Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement Portal (CPP) Portal of Government of India, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

12.2. Registration

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid Email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

12.3. Searching for Tender Documents

1. 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.
2. 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.

3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

12.4. Preparation of Bids

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF / JPG Formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

12.5. Preparation of Bids

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the Tender Fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the

last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted 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.

5. Bidders are requested to note that they should necessarily submit their ‘Price Bids’ in the format provided and no other format is acceptable. If the ‘Price Bid’ has been given as a standard BoQ format with the tender document, 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.
6. 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.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the 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.
10. 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.

12.6. Preparation of Bids

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Section-II: Formats of Bid Submission (FBS)

**All these ‘Formats’ shall be enclosed as part of the “Online Bid Submission”
(Hard Copy of the Technical Bid shall include all the Formats except the ‘Price Bid’)**

PART A

FORMATS FOR BID SUBMISSION

APPENDICES	Format For
Appendix A1	Covering Letter
Appendix A2	Checklist of Submissions
Appendix A3	Covering Letter for Submitting Bid Security
Appendix A4	Letter of Undertaking
Appendix A5	Commitment for Payments
Appendix A6	Consortium Agreement
Appendix A7	Power of Attorney for Appointing the Lead Member
Appendix A8	Power of Attorney for the Bid Signatory
Appendix A9	Statement of Legal Capacity

Appendix A1

Format for
COVERING LETTER

[On the Letterhead of the Bidder]

Date:

To

The Chief Executive

National Fisheries Development Board

Pillar No: 235, PVNR Expressway

SVPNPA Post, Hyderabad – 500 052

Telangana State, India.

E-mail: info.nfdb@nic.in

Dear Sir:

Sub: Submission of Bid Comprising of Technical and Price Bid for the “O&M of Phase-1 of Integrated Coastal Aquaculture Facilities at Mulapolam Village, Srikakulam District, Andhra Pradesh in Lease Basis”.

1. We are submitting this Bid (Proposal) on our own.

(Or)

We are submitting this Bid (Proposal) as the Lead Member of a Consortium consisting of the following members, for and on behalf of the Consortium

S.No	Names of Consortium Members	Address
1. (Lead Member)	
2. (Member)	
3. (Member)	

As a Lead Member, we understand the obligations to operate the Project. We are enclosing Consortium Agreement signed by all the members of the Consortium, nominating and authorizing us to act as ‘Lead Member’ for operating the Project.

2. Having examined the RFP Document, for the execution of the Lease Agreement for the captioned project, we the undersigned offer to operate and manage **Integrated Coastal Aquaculture Facilities’ at Mulapolam Village, Srikakulam District, Andhra Pradesh.**
3. This Bid and our written acceptance of it shall form part of the Lease Agreement to be signed

between the Lessee and NFDB. If selected as Lessee, we understand that it is on the basis of the technical, financial & organizational capabilities and experience of the Bidder taken together. We understand that the basis for our qualification will be complete Bid documents submitted along with this letter, and that any circumstance affecting our continued eligibility as per RFP, or any circumstance which would lead or have led to our disqualification, shall result in our disqualification under this Bidding process.

4. We agree that -

- (a) If we fail to permit NFDB or its Authorized Representative for carrying out the inspection of works/ facilities during Lease Period.

Or

- (b) If we fail to meet the Minimum permissible Obligations (MPOs) and/or Technical Specifications and/or the Performance Standards according to the conditions/ stipulations of the RFP/ Lease Agreement.

NFDB shall be at liberty to take action in accordance with the RFP/ Lease Agreement.

5. We undertake, if our Bid is accepted, to complete the Project, commence operations and manage as per the RFP/ Lease Agreement.
6. We agree to abide by this Bid for a period of 180 (one hundred and eighty) days from the Due Date fixed for submitting the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
7. In the event of our Bid being accepted, we agree to enter into a formal Lease Agreement with you incorporating the conditions of the Bid.
8. We agree, if our Bid is accepted, to furnish Interest Free ‘Performance Security’ Bank Guarantees of Rs.50,00,000/- (Rupees Fifty Lakhs only) to NFDB as specified in the RFP as a precondition for signing of Agreement.
9. We also agree that we would pay interest-free ‘Advance Lease Amount’ (Security Deposit) for a period of three months as per the quoted lease rates and Non-refundable ‘Bid Development Fee’ of Rs 20,00,000/- (Rupees Twenty Lakhs) in the form of Demand Draft within 15 days from the date of issue of Letter of Intent (LoI) as precondition for signing of Lease Agreement.
10. We agree that if we fail to fulfill any of the conditions mentioned at para 8 and 9 above, NFDB has the right to forfeit the ‘Bid Security’ of Rs.3,00,000/- (Rupees Three Lakhs) being furnished by us along with this Bid and any other payments made till such date.
11. We understand that NFDB is not bound to accept any or all Bids it may receive.
12. We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our Bid and selection as Lessee.
13. We do, also, certify that all the statements made and/or any information provided in our

proposal are true and correct and complete in all aspects.

14. We declare that in the event that NFDB discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Bid from further participation in the Bid evaluation process and forfeit our ‘Bid Security’.

Dated this _____ day of 2023

(Signature)

(Name of the person)

(In the capacity of)

Company Seal

(Name of firm)

Duly authorized to sign Proposal for and on behalf of (Fill in block capitals)

Witness

Signature _____

Name _____

Address _____

Appendix A2

Format for

CHECKLIST OF SUBMISSIONS

S.No.	Enclosures to the Outer Envelope, Technical & Price Bid	Status (Submitted /Not Submitted)	Comments , if any
1	Proof of Payment of ‘Bid Processing Fee’ (Bid Document Cost) of Rs. 29,500/- (Rupees Twenty-Nine Thousand Five Hundred only) by Online Payment / Demand Draft / Bankers Cheque.		
2	Covering Letter		
3	Covering letter for Submitting the Demand Draft or Bank Guarantee or Online Payment towards ‘Bid Security’ (EMD) of Rs.3,00,000/- (Rupees Three Lakhs only)		
4	Letter of Undertaking		
5	Letter of Commitment		
6	Consortium Agreement		
7	Power of Attorney for Appointing the Lead Member		
8	Power of Attorney for the Bid Signatory		
9	Statement of Legal Capacity		
10	Signed RFP Document along with the Addenda and Corrigenda, if any		
11	General Information of the Bidder		
12	Financial Data		
13	Audited Financial Statements / Annual Reports		
14	Basic Criteria of Bidder		
15	Desirable Criteria of Bidder		
16	Development and O&M Experience Details		
17	Letters of Undertaking for Technical Bid and Minimum Development Obligations		
18	Price Bid with Covering Letter		

Appendix A3

Format for
COVERING LETTER FOR SUBMITTING ‘BID SECURITY’ (BANK GUARANTEE)
[On the Letterhead of the Bidder]

Date:

To

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

Dear Sir:

Sub: Submission of Bid Comprising of Technical and Price Bid for “O&M of Phase-1 of Integrated Coastal Aquaculture Facilities at Mulapolam Village, Srikakulam District, Andhra Pradesh in Lease Basis”.

As a part of the Bid for Development of ‘Integrated Coastal Aquaculture Facilities’ at Mulapolam Village, Srikakulam District, Andhra Pradesh in Lease Basis, we hereby submit the ‘**Bid Security**’(EMD) **for Rs.3,00,000/- (Rupees Three Lakhs Only)** in the form of irrevocable and unconditional Bank Guarantee/Demand Draft/Online payment from_____Bank (which is a Nationalised/ Scheduled Bank (Not a Co-Operative Bank)) in favour of “National Fisheries Development Board” and operable at Hyderabad. This ‘Bid Security’ shall be independent of the validity of the Bid and Lease Agreement between NFDB and the Lessee and shall be honoured by the issuing banks irrevocably.

We agree that in the event of any breach or non-performance of the following terms and conditions contained in the RFP document:

1. if we withdraw our Bid during the period of Bid Validity as specified in the RFP; or
2. if we refuse to accept the correction of errors in our Bid; or
3. if we submit a conditional Bid which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and/or is not accepted by NFDB, or
4. if we, having been notified of the acceptance of our Bid by the NFDB during the period of Bid validity;
 - a. fail or refuse to execute the Lease Agreement in accordance with the RFP documents; or
 - b. fail or refuse to pay the interest-free e ‘Advance Lease Amount’ (Security Deposit) equaling to Three Months Lease Amount, ‘Project Development Fee’ and submitting

Interest Free ‘Performance Security’ Bank Guarantees for Rs.Rs.50,00,000/- (Rupees Fifty Lakhs only), in accordance with the RFP documents;

NFDB is empowered to forthwith disqualify us and our Bid from further participation in the Bid evaluation process and forfeit our ‘Bid Security’.

Yours faithfully,

(Signature of Authorised Signatory)

(Name, Title, Address, Date)

Format For

'BID SECURITY' (BANK GUARANTEE)
(On Requisite Stamp Paper)

B.G. No. Dated:

1. In consideration of you, National Fisheries Development Board (NFDB), having its office at Pillar No: 235, PVNR Expressway, SVPNPA Post, Hyderabad – 500 052, Telangana State, (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 Companies Act, 1956 or 2013) 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 the Development of 'Integrated Coastal Aquaculture Facilities' at Mulapolam Village, Srikakulam District, Andhra Pradesh in Lease Basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated _____ issued in respect of the Project and other related documents including without limitation the draft Lease agreement (hereinafter collectively referred to as "Bidding Documents"), we _____ (Name of the Bank) having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clauses of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **Rs.3,00,000/- (Rupees Three Lakhs only)** (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. 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 fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. 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.3,00,000/- (Rupees Three Lakhs only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred

and forty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) 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.

5. 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 fulfillment 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, and 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.
6. 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.
7. 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 fulfillment 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.
8. 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.
9. 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.
10. 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.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. For avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to **Rs.3,00,000/- (Rupees Two Lakhs only)**. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before (indicate date falling 240 days after the Bid Due Date)].

Signed and Delivered by _____ Bank

By the hand of Mr./Ms. _____, its _____ and Authorised Official.

(Signature of the Authorised Signatory)

(Official Seal)

Appendix A4

Format for

LETTER OF UNDERTAKING

[To be furnished by the Bidder, in case of Consortium to be given separately for all members of the consortium on their letterheads]

Date:

To

The Chief Executive

National Fisheries Development Board

Pillar No: 235, PVNR Expressway

SVPNPA Post, Hyderabad – 500 052

Telangana State, India.

E-mail: info.nfdb@nic.in

Dear Sir,

Sub: Submission of Bid Comprising of Technical and Price Bid for “O&M of Phase-1 of Integrated Coastal Aquaculture Facilities at Mulapolam Village, Srikakulam District, Andhra Pradesh in Lease Basis”.

We confirm that we are not barred by Government of India (GoI), or any State Government in India (SG), or any of the Agencies of Government of India (GoI), or any State Government in India (SG), from participating in any category of Infrastructure Projects (Construction, BOT, Lease or otherwise) as on _____ (Bid Due Date).

Yours faithfully,

(Signature of Authorized Signatory) (Name, Title, Address, Date)

Appendix A5

Format For
COMMITMENT FOR PAYMENTS

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

Date:

To

The Chief Executive

National Fisheries Development Board

Pillar No: 235, PVNR Expressway

SVPNPA Post, Hyderabad – 500 052

Telangana State, India.

E-mail: info.nfdb@nic.in

Dear Sir,

Sub: Submission of Bid Comprising of Technical and Price Bid for “O&M of Phase-1 of Integrated Coastal Aquaculture Facilities at Mulapolam Village, Srikakulam District, Andhra Pradesh in Lease Basis”.

We _____ (the “Member”), / [Our Consortium consisting of the following Members (the “Member”)]:

1. [Lead Member]
2. [Member 1]
3. [Member 2]

have submitted our bid for the “Development of ‘Integrated Coastal Aquaculture Facilities’ at Mulapolam Village, Srikakulam District, Andhra Pradesh in Lease Mode”.

We hereby write to inform you that if we/ [the Consortium] are/[is] selected as the Preferred Bidder for implementing the project, we/ [the Lead Member of the Consortium] shall pay the following amounts/ Bank Guarantees to NFDB:

1. Interest Free ‘Advance Lease Amount’ (Security Deposit) equaling to **Three Months Lease Amount (Rs. ____ Lakhs)** as per the bid amount for the annual lease and **‘Project Development Fee’ of Rs. 20 Lakhs** within 15 days of issue of LoI in the form of Demand Draft drawn on any Nationalised/ Scheduled Bank (other than Co-Operative Banks).
2. Interest Free ‘Performance Security’ in the form of unconditional and irrevocable **Bank Guarantees of Rs.50,00,000/- (Rupees Fifty Lakhs only)**, favouring “National Fisheries Development Board” within 15 days from the date of issue of Letter of Intent.

COMPANY SEAL

SIGNATURE _____

NAME _____

DESIGNATION _____

COMPANY _____

DATE _____

Appendix A6

Format For

CONSORTIUM AGREEMENT

(In case the Bidder being a Consortium)

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

AMONGST

Limited, a company incorporated under the Companies Act, 1956 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

Limited, a company incorporated under the Companies Act, 1956 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)

AND

Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS.

THE NATIONAL FISHERIES DEVELOPMENT BOARD, represented by the Chief Executive Officer, and having its Principal Office at Pillar No: 235, PVNR Expressway, SVPNPA Post, Hyderabad – 500 052, Telangana State” (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 Proposals (the “Bids”) by its Request for Proposal No. dated (the “RFP”) for short-listing of bidders for “Operation and Management of ‘Integrated Coastal Aquaculture Facilities’ at Mulapolam Village, Srikakulam District, Andhra Pradesh (the “Project”) through Lease Basis”.

- A. 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 document and other bid documents in respect of the Project, and
- B. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Consortium Agreement and furnish a copy thereof with the Application

NOW IT IS HEREBY AGREED as follows:

- **Definitions and Interpretations**

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

- **Consortium**

The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.

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.

- **Covenants**

The Parties hereby undertake that in the event the Consortium is declared as the selected Bidder and awarded the Project, it shall incorporate a Joint Venture Company (the “JVC”) for entering into a Lease Agreement with the Authority and for performing all its obligations as the Lessee in terms of the Lease Agreement for the Project.

- **Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a. 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 during the Bidding Process and until the Appointed Date under the Lease Agreement when all the obligations of the JVC shall become effective;
 - b. Party of the Second and Third Parts shall be the ----- Members of the Consortium
and
- The roles and responsibilities of the Members of the Consortium shall be as follows:
 - a. The Party of the First Part (Lead Member) shall be responsible for:
 - (i)
 - (ii)
 - b. The Party of the Second Part shall be responsible for:
 - (i)
 - (ii)

c. The Party of the Third Part shall be responsible for:

(i)

(ii)

- **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 Lease Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Lease Agreement.

- **Shareholding in the JVC**

a. The Parties agree that the proportion of shareholding among the Parties in the JVC shall be as follows:

- First Party:
- Second Party:
- Third Party:

b. The Parties together shall be required to hold an equity shareholding of at least 51% of the paid up and subscribed equity of the Lessee until five years from the date of execution of the Lease Agreement. The Parties undertake that a minimum of 26% (twenty-six per cent) of the subscribed and paid up equity share capital of the JVC shall, at all times till the tenth anniversary of the date of execution of the Lease Agreement, be held by the Parties of the First Part (Lead Member) whose financials have been reckoned for the purposes of qualification and short-listing of Applicants for participation in the Bid Stage for award of the Project

c. The Parties also undertake that other member of the consortium shall hold a minimum of 10% (ten per cent) of the subscribed and paid up equity share capital of the JVC at all times till the tenth anniversary of the date of execution of the Lease Agreement.

d. In addition to the above, the Parties undertake that they shall collectively hold an equity shareholding of at least 51% (fifty-one per cent) of the subscribed and paid up equity share capital of the JVC at all times until the date of execution of the Lease Agreement.

e. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the RFP and more particularly the Lease Agreement.

- **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 governmental 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 organizational documents thereof;
 - iv. violate any clearance, permit, Lease, grant, license or other governmental authorization, 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, to the best of such Party's knowledge, threatened to which it or any of its 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

- **Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Closure of the Project is achieved under and in accordance with the Lease Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

- **Miscellaneous**

That in case the project is awarded to the Consortium, the Consortium will carry out all the responsibilities as the Lessee and will comply with all the terms and conditions of the Lease Agreement as would be entered with the Authority.

This Consortium Agreement shall be governed by laws of India.

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	SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of		For and on behalf of
LEAD MEMBER:	For and on behalf of	THIRD PART:
(Signature)	SECOND PART:	(Signature)
(Name)	(Signature)	(Name)
(Designation)	(Name)	(Designation)
(Address)	(Designation)	(Address)
	(Address)	

Notes:

1. The mode of the execution of the Consortium 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.
2. Each Consortium 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.
3. For a Consortium Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Appendix A7

Format For

POWER OF ATTORNEY FOR APPOINTING THE LEAD MEMBER

(TO BE PROVIDED BY ALL MEMBERS OF THE CONSORTIUM)

(On a Non-Judicial Stamp Paper of Rs. 100 duly attested by notary public)

Whereas the National Fisheries Development Board (NFDB) (“the Authority”) has invited applications from interested parties for the Operation & Management of ‘Integrated Coastal Aquaculture Facilities’ at Mulapolam Village, Srikakulam District, Andhra Pradesh in Lease Basis (“the 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 document (RFP) 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

I, _____ having our registered office at _____ [the name and address of the registered office] (hereinafter referred to as the “Principal”) do hereby irrevocably designate,

nominate, constitute, appoint and authorize 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”). I hereby irrevocably authorize 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 Lease/Contract, during the execution of the Project 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 pre-qualification of the Consortium and 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 and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government 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 Lease Agreement is 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_2023

For _____
(Signature)
(Name & Title)

For _____
(Signature)

(Name & Title)

Witnesses:

1.

2.

(Executants)

(To be executed by all the Members of the Consortium) 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 Applicant 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 Applicant.*
- *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, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries conforming Apostille Certificate.*

Appendix A8

Format For

POWER OF ATTORNEY FOR THE BID SIGNATORY

(On a Non-Judicial Stamp Paper of Rs. 100 duly attested by notary public)

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 application for submission of our bid for the **“Management of ‘Integrated Coastal Aquaculture Facilities’ at Mulapolam Village, Srikakulam District, Andhra Pradesh in Lease Basis”** proposed by the NFDB (the **“Authority”**) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Lease Agreement 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 said Project and/ or upon award thereof to us and/or till the entering into of the Lease Agreement with 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 _____, 2023.

For and on behalf of _____

Authorized Signatory

(Name, Designation, Address, Date)

Witnesses:

1.

2.

Accepted

(Signature)

(Name, Title and Address of the Attorney)

[Notarized]

Notes:

- *To be executed by the sole Applicant or the Lead Member in case of a Consortium as the case may be.*
- *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 Applicant should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *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, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries conforming Apostille Certificate.*

STATEMENT OF LEGAL CAPACITY

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

Date:

To

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

Dear Sir,

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 RFP 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 RFP and required submissions. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

**For and on behalf of
Authorized Signatory
(Name, Title, Address, Date)**

PART B

FORMATS FOR TECHNICAL BID SUBMISSION

APPENDICES	Format For
Appendix B1	General Information of the Bidder
Appendix B2	Financial Data
Appendix B3	Basic Mandatory Criteria
Appendix B4	Desirable Quality Standards Criteria
Appendix B5	Development / Establishment Experience
Appendix B6	Operation and Maintenance Experience
Appendix B7	Letter of Undertaking for Technical Bid
Appendix B1	General Information of the Bidder
Appendix B2	Financial Data

Appendix B1

Format For

GENERAL INFORMATION OF THE BIDDER

- 1 (a) Name:
(b) Country of Incorporation:
(c) Address of the Corporate Headquarters and its Branch Office(s), if any, in India:
(d) Date of Incorporation and/ or Commencement of Business:
- 2 Brief description of the Company including details of its main lines of business and Proposed Role and Responsibilities in this 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 Applicant:
 - (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 Consortium Agreement should be attached to the Application.
 - (c) Information regarding role of each member should be provided as per table below:

Sl. No.	Name of Member	Role* {Refer Sec I of RFP}	Percentage of equity in the Consortium {Refer Sec I of RFP}
1			
2			
3			

The following information shall also be provided for each member of the Consortium:

Name of Applicant /member of Consortium

Sr. No.	Criteria	Yes	No
1.	Has the Applicant/ Constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by them, from participating in any Project (BOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application?		
3.	Has the Applicant/ Constituent of the Consortium paid liquidated damages of more than 5% 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 years?		

- 6 A statement by the Applicant and each of the members of its Consortium (where applicable) disclosing material non-performance or contractual noncompliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

SIGNATURE _____

NAME _____

DESIGNATION _____

COMPANY _____

DATE _____

COMPANY SEAL

Appendix B2

Format For

FINANCIAL DATA

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

Date:

To

The Chief Executive

National Fisheries Development Board

Pillar No: 235, PVNR Expressway

SVPNPA Post, Hyderabad-500052, Telangana State, India.

E-mail: info.nfdb@nic.in

Dear Sir,

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the RFP. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth criteria, by demonstrating a Net Worth of Rs.5 Cr. (Rupees Five Crores Only in words) as on the last date of Financial Year 2021-22 or as on the date at least 7 days prior to the bid submission deadline (Strike out wherever not applicable).

This Net Worth has been calculated in accordance with instructions provided in the RFP.

(The Definition of the Net-worth shall be as per the Section 2 of the Companies Act 2013.).

Net-worth.: {(Subscribed and paid up Share Capital + Reserves and Surplus) – (Revaluation Reserves + Miscellaneous expenditure not written off + Deferred Revenue Expenditure + Deficit in P& L Account if any)}

Name of Bidding Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company*	Net Worth (in Rs. Crore)
Company 1			
Company 2			
Company 3			
Total			

**The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/ chartered accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by the Lead Member in the Bidding Consortium)

Name of Member: [Insert name of the Member]

Net Worth Requirement to be met by the Lead Member in the Bidding Consortium.

For the above calculations, we have considered Net Worth by the Lead Member in the Bidding Consortium and/ or its Affiliate(s) per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company* (If any)	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1					
Company 2					
Company 3					
Total					

** The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

(OR)

We certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the Average Annual Turnover Criteria (2017-18, 2018-19, 2019-20, 2020-21 & 2021-22), by demonstrating an Average Annual Turnover of INR____(_____ in words)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Annual Turnover (2017-18, 2018-19, 2019- 20, 2020-21 & 2021-22), by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company*	Average Annual Turnover (In Rs. Crore)
Company 1			
Company 2			
Company 3			
Total			

**The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by the Lead Member in a Bidding Consortium)

Name of Member: [Insert name of the Member]

Average Annual Turnover Requirement to be met by the Lead Member in the Bidding Consortium. For the above calculations, we have considered Average Annual Turnover (2017-18, 2018-19, 2019-20, 2020-21 & 2021-22), by the Lead Member in the Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company* (If Any)	Average Annual Turnover (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate Annual Turnover(in Rs. Crore)
Company 1					
Company 2					
Company 3					
Total					

** The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

(Signature & Name of the Authorized Signatory)

(Signature and Stamp of CA)

Membership No.:

Regn. No. of the CA’s Firm:

Date:

Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant’s Firm, provide details of computation of Net Worth and Average Annual Turnover duly certified by the Chartered Accountant

(ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

Appendix B3

Format For

BASIC MANDATORY CRITERIA

S.No.	Registrations /Licenses	Enclosed* (Yes/ No)
1	Firm / Company Registration	
2	GST Registration	
3	PAN Registration	
4	Trade License / Industry Registration / MSME Registration / Any Other	
5	License / Registration with the Fisheries Department (Central / State / Local Authority) / Any Other Govt. Agency	

****Note: Copies of the Registrations / Licenses shall be enclosed as part of the Bid Document.***

Appendix B3

Format For

DESIRABLE QUALITY STANDARDS CRITERIA

S.No.	Registrations /Licenses	Enclosed (Yes/ No)
1	Experience in Coastal Aquaculture Authority Registered Aquaculture Farms / Hatcheries	
2	Any Other Concerned Aquaculture Authority / Govt. Agency	
3	MPEDA Registration or Any Other Concerned Govt. Agency	

****Note: Copies of the Registrations / Licenses shall be enclosed as part of the Bid Document.***

Appendix B5

Format For

DEVELOPMENT/ ESTABLISHMENT EXPERIENCE IN THE LAST 10 YEARS

Project Name & Location	Aquaculture / Mariculture / Pisciculture / Hatchery/ Any Other Related Fisheries Activities (Any Part of these Activities)	Date of Completion of Project	Output Capacity Per Annum (In Pcs.)	Output Value Per Annum (In Rs.)	Proof of Proof Completion, Output Capacity & Output Value Enclosed (Yes/ No)

Note:

1. The bidder shall enclose the Experience Certificates as a documentary proof towards the above Technical Experience criteria
2. The date of commencement and completion of the Project/s, Output Capacity and Output Value are required to be certified by the Statutory Auditor of the Company / Chartered Accountant.

This is to certify that _____ (Name of the Applicant) has promoted and developed / constructed the above said Project/s with an Output Capacity of ____Pcs. and Output Value of Rs. _____ per annum in the year ____.

We further certify that the said Project/s was/were commissioned on _____ (Date) and completed on _____ (Date) and _____ (Name of the Applicant) held _____ % of the equity capital in the Project as on the date of commissioning.

The project is operational as on _____

Signature of the Statutory Auditor / Chartered Accountant

(With seal and registration no)

Signature _____

Name _____

Designation _____

Company _____

Date _____

Appendix B6

Format For

OPERATION & MAINTENANCE EXPERIENCE OF YEARS

Project Name, Location & Client	Aquaculture / Mariculture / Pisciculture / Hatchery Operation / Any Other Related Fisheries Activities (Any Part of these Activities)	Period of Project Operations (From – To)	Output Capacity Per Annum (On Pcs.)	Output Value Per Annum (In Rs.)	Proof of Period of Project Operations and Capacity / Value of the Output Enclosed (Yes/ No)

Note:

1. The bidder shall enclose the Experience Certificates as a documentary proof towards the above Technical Experience criteria
2. Project Operations Period, Output Capacity and Output Value per annum are required to be Certified by the Statutory Auditor of the Company/ Chartered Accountant.

This is to certify that _____ (Name of the Applicant) has operational experience of the above said Project/s established by Central / State / Local Government Department / Authority / Corporation / Cooperative Federation in India.

We further certify that the said Project with Output Capacity of _____ Pcs. and Output Value of Rs. _____ per annum and was/is operational from _____ (Date) to _____ (Date).

We also certify that the Applicant has good performance track record with 'No-Default' and 'No-Litigation' with the concerned Government Authority during their tenure of License / Lease / O&M Agreement Period.

Signature of the Statutory Auditor

(With seal and registration no)

Signature _____

Name _____

Designation _____

Company _____

Date _____

Format For

LETTER OF UNDERSTAKING FOR TECHNICAL BID

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

Date:

To

The Chief Executive

National Fisheries Development Board

Pillar No: 235, PVNR Expressway

SVPNPA Post, Hyderabad-500 052, Telangana State, India.

E-mail: info.nfdb@nic.in

Dear Sir,

Sub: Submission of Bid Comprising of Technical and Price Bid for “O&M of Phase-1 of Integrated Coastal Aquaculture Facilities at Mulapolam Village, Srikakulam District, Andhra Pradesh in Lease Basis”.

We have read and understood the Request for Proposal (RFP) document in respect of the captioned project provided to us by NFDB.

We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unconditional in all respects' and we agree to the terms of the proposed Lease Agreement, a draft of which also forms a part of the RFP document provided to us.

We hereby undertake that if the Project is awarded to us, we will meet the Minimum Development Obligations, as specified below, the Performance Standards as specified in the RFP and Unit Price as quoted by us.

We also undertake to meet the statutory requirements of the laws of Local Authority, State Government and that of the Government of India, seek all the statutory licenses from time to time as required to develop and operate the project for the Lease Period, pay all the statutory taxes, license fees payable to Government from time to time and any other rules and regulations of the both State and Central Government as applicable from time to time during the Lease period.

We hereby agree to Operate & Manage the Project for the Lease Period of 5 years, which may be extended for another tenure of 3 Years, based on the 'Performance Indicators' specified and as per the requirements specified hereunder and hereby give our compliance for the same:

S.No	Components	Details
1.	Minimum Performance Obligations (MPOs) Proposed by the NFDB for the ‘Private Bidding Entity’ in Two (2) Phases.	<p>Following are the Minimum Performance Obligations(MPOs) to be achieved by the Lessee:</p> <p>Phase-1</p> <p>Operation & Management of ‘Coastal Aquaculture Facilities’ being developed and completed by the NFDB.</p> <ol style="list-style-type: none"> 1. Producing the Specified Outputs and Supplying of 100% of the ‘Fry/Crab Instars’ and ‘Fingerlings/Crablets’ Output (excluding Marketable Size from Grow-Out Ponds) to the NFDB as first point of sale and upon refusal to the stake holders.
2.	Other Conditions Pertaining to the Specified Capacities & Outputs	<p>The ‘Capacities and Outputs’ to be achieved from Phase-1 of the ‘Coastal Aquaculture Facilities’ at Mulapolam are clearly ‘Specified’ in this RFP Document for the Private Bidding Entity.</p> <ol style="list-style-type: none"> 1. ‘Targeted Output’ of each of the Planned Facility (Hatchery & Nursery Facilities, etc.) are clearly specified in terms of Species and Quantities. 2. Any shortfall in the supply annually below 50% of the Specified Quantities of ‘Fry/Crab Instars’ and ‘Fingerlings/Crablets’ will be subject to penalty to be decided by the NFDB committee. 3. In case of excess production, NFDB shall have first right to ‘Buy-back’ and NFDB may permit the lessee to sell directly to the open market. 4. During the entire lease period NFDB has the option to buyat market rates that will be decided by the special price fixation committee of NFDB/ Prevailing list rates of the central institute of Brackishwater Aquaculture (CIBA)/ Rajiv Gandhi Centre for Aquaculture (RGCA) for the respective years.
4.	Development Control & Regulations	<p>The proposed developments if any during need to be executed as per the following development controls & regulations:</p> <ul style="list-style-type: none"> • GO.Ms.No.168 Dated 07.04.2012 of Municipal Administration and Urban Development (MA&UD) Department, Govt. of Andhra Pradesh. • Any other Rules / Regulations of State, Central & Local Governments & Authorities applicable at the time of Implementation & Operations.
5.	Performance Standards	As per the Performance Standards specified in Section IV, of the RFP and Good Industry Practices.
6.	Environmental Norms	Mandatory Compliance of all Environmental Norms of the State and Central Governments as may be applicable for the Project.
7.	Applicable Permits	Obtain and maintain at own cost all Applicable Permits, in

S.No	Components	Details
		conformity with the Applicable Laws and be in Compliance therewith.

We hereby assure you and guarantee that in future, from time to time whenever we are required to undertake or follow any specific guidelines / laws, we shall do the needful asrequired to ensure that the project and the Lessee comply to the legal requirements.

Yours faithfully,

(Signature of Authorised Signatory)

(Name, Title, Address, Date)

Note: To be signed by the Lead Member in case of a Consortium

PART C

FORMATS FOR PRICE BID SUBMISSION

APPENDICES		Format For
Appendix C1		Price Bid with Covering Letter

Appendix C1

Format For

LETTER OF UNDERSTAKING FOR PRICE BID

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

Date:

To

The Chief Executive

National Fisheries Development Board

Pillar No: 235, PVNR Expressway

SVPNPA Post, Hyderabad-500 052, Telangana State, India.

E-mail: info.nfdb@nic.in

Dear Sir,

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

1. With reference to your RFP document dated _____, we, having examined the Bidding Documents and understood their contents, hereby submit our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
3. I/ We believe that we/ our Consortium satisfies the Technical & Financial criteria and meet the requirements as specified in the RFP document.
4. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of any other Consortium submitting a Bid for the Project.
5. The ‘Highest Price Quotation’ to NFDB in terms of the Annual lease rate for the first year with 5 % Escalation for every subsequent year, has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the operation of the project.
6. We understand that the Reserve **Lease Amount** per annum fixed by the authority is Rs 1,60,00,000/- (Rupees One Crore and Sixty Lakhs).
7. We understand that this quoted amount will be considered as the base price for the first year. For subsequent years, it will automatically have escalation clause of 5% of the preceding year amount for any year in discussion after the first year of lease.
8. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
9. I/ We (the Consortium Members) agree and undertake and severally liable for all the obligations of the Lessee under the Lease Agreement till occurrence of Financial Close in accordance with the Lease Agreement.

10. In response to the RFP document, we hereby offer the following on **‘Highest Annual Lease rate for Phase-1 operation and management of ‘Integrated Coastal Aquaculture Facilities’ at Molapolam will be for the first year with escalation cost of 5% every year. GST extra as applicable.**
11. We abide by the above offer/ quote as per terms of the RFP, if NFDB selects us as the Preferred Bidder. We also understand that, in case any differences between the quoted amount in words and figures, the highest amount will be considered as our quote.
12. We agree that, we would produce the ‘Specified Outputs’ and Supply 100% of the ‘Fry’ and ‘Fingerlings’ Output (excluding Marketable Size from Grow-Out Ponds) as per the following table to the NFDB as first point of sale and on refusal to other stake holder.

A. Nursery Complex (2 Blocks)						
S. No.	Species	No. of Indoor Tanks – 18T Capacity	No. of Outdoor Tanks – 37T Capacity	3g Fry Required Per Year @6 Cycles in Lakhs	Output of 20gm Fingerlings in Lakhs per year	Estimated Size of Fingerlings
1	Seabass	24	24	36.6	23.43	8-10 cm.
2	Pompano	6	6	9.1	5.85	10-12 cm.
3	Cobia	2	2	3	1.95	12-15 cm.
B. Grow-out Complexes (Block A & B)						
S. No.	Species	No. of Ponds with 1600 M3		Production of Marketable Size Fish Kg/Yr		Estimated Size at Harvest in Kg.
1	Seabass	5		36000		0.75
2	Pompano	2		9600		0.5
3	Cobia	1		2400		2.5
4	Mud Crab	8		20000		0.5

13. We agree that, if there is a requirement for NFDB, the first operation of sales shall be to NFDB before operating it to other stake holders during the entire lease period at market rates that will be decided by the special price fixation committee of NFDB/ Prevailing list rates of the central institute of Brackishwater Aquaculture (CIBA)/ Rajiv Gandhi Centre for Aquaculture (RGCA) for the respective years.
14. We do hereby agree that if the MPO falls below 50 % then, we may be subject to penalty to be decided based on analysis by the NFDB committee.
15. We hereby agree that our offer shall remain valid for 180 Days from the Due Date of submission and may be extended as may be mutually agreed between the Authority and the Bidder

Yours truly,

(Signature of Authorised Signatory)

(Name, Title, Address, Date)

Place:

Name and Seal of Bidder

Section-III: Draft Lease Agreement (DLA)

(This draft Lease Agreement will be finalized in terms of RFP Conditions and Addenda, once the Preferred Bidder is selected and meet the Pre-Conditions of the Agreement)

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**Draft Lease Agreement for
Operation and Management of “Integrated Coastal Aquaculture Facilities’ at Mulapolam
Village, Srikakulam District, Andhra Pradesh in Lease Basis**

THIS LEASE AGREEMENT (herein after also referred to as “**Agreement**”) is made on this the _____ day of _____ 2023 at Hyderabad, Telangana.

By and Among

NATIONAL FISHERIES DEVELOPMENT BOARD, having its Office at Pillar No: 235, PVNR Expressway, SVPNPA Post, Hyderabad – 500 052, Telangana State. and being represented herein by _____ (authorized in this behalf) (hereinafter referred to as “**NFDB**” or the “**Authority**” or the “**Grantor**” which expression shall, unless it be repugnant to the context or meaning thereof, include its subsidiaries, successors and assigns) of the **FIRST PART**;

And

M/s _____, a company incorporated by the Preferred Bidder, exclusively for the Project, under the Companies Act, 2013, having its Registered Office at _____ (hereinafter referred to as the “**Lessee**” which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns) represented herein through Mr. _____, the Authorized Signatory, as authorized vide Board Resolution dated _____ or by Power of Attorney dated ----- executed in his favor of the **SECOND PART**;

and

M/s _____ having its Registered Office at _____, in its capacity as the Confirming Party to this Agreement (hereinafter referred to as the “**Preferred Bidder**” which expression shall, unless the context otherwise requires, include its successors and permitted assigns) represented herein through Mr. _____, the Authorized Signatory, as authorized vide Board Resolution dated _____ or by a Power of Attorney dated -----executed in his favor of the **THIRD PART**;

(Each of the parties of the **FIRST**, **SECOND** and **THIRD** parts are hereinafter, as the context may admit or require, individually referred to as a “**Party**” and collectively as the “**Parties**”).

WHEREAS

- A. NFDB (hereinafter referred to as the “**Authority**”) which is, inter alia, an autonomous organization under the administrative control of Department of Fisheries, Ministry of Fisheries, Animal Husbandry & Dairying, has been playing a vital role in enhancement of Fish production and productivity in the country and coordinating Fisheries development in an integrated and holistic manner. To produce & supply sufficient quality Multispecies Marine Fin Fish Seeds, which is the need of the hour for the development of Marine Fisheries Subsector including Mariculture, NFDB

intended to develop ‘Integrated Coastal Aquaculture Facilities’ at Mulapolam, Srikakulam District, Andhra Pradesh in two Phases.

NFDB initiated development of ‘Integrated Coastal Aquaculture Facilities’ at Mulapolam, in the acquired land parcel in a phased manner. The Project Site has the distinct advantage of Fresh Water, Seawater Water and Brackish Water Resources, making the site most ideal and suitable for ‘Coastal Aquaculture Activities’. As part of the Phase-1 development, NFDB has already initiated the site levelling in 36.52 Acres’ and creation of facilities. The proposed ‘**Project Model**’ is envisaged for ‘**Operation & Management**’ (O&M) of the Phase-1 in 36.52 Acres of the ‘**Integrated Coastal Aquaculture Facilities**’ at Mulapolam Village, Srikakulam District, Andhra Pradesh in ‘on Lease Basis.” (hereinafter referred to as the “**Project**”).

- B. In view of selecting the private sector participant that would implement the said project, NFDB undertook a transparent Competitive Bidding Process (the ‘**Bidding Process**’), for selecting the entity which would undertake the development of the Project and, accordingly, invited Request for Proposal (RFP) documents dated _____.
- C. After evaluation of the Bids received, NFDB accepted the Bid of the _____¹ and issued the Letter of Award reference no. _____, dated _____, 2023, annexed hereto as **Appendix 1** (hereinafter the ‘**LOA**’) declaring it the Preferred Bidder in accordance with the terms of the RFP.
- D. Since then, the Preferred Bidder has incorporated the Lessee as its wholly owned subsidiary, exclusively to implement the Project, in accordance with the provisions of the RFP and requested NFDB to accept the Lessee as the entity which shall enter into and undertake the Project and perform the obligations including the obligation to enter into this Lease Agreement for operation and management of the Project.
- E. This Agreement and NFDB has, pursuant to the provisions of the RFP, agreed to grant the Lease for the implementation of the said project to the Special Purpose Company.
- F. The Lessee acknowledges and confirms that it has undertaken a due diligence exercise of all aspects of the Project operation and management including its technical and financial viability, legal due diligence, and on the basis of its independent satisfaction hereby accepts the Lease and agrees to management of the Project at its own cost, risk and expense in accordance with the terms and conditions of this Agreement.
- G. Following the issuance of LoA, the Preferred Bidder in accordance with the terms and conditions as specified in the RFP Section- I, as being the pre-condition to the execution of this Agreement, has made a non-refundable, irrevocable payment of (i) Three (3) Months ‘Advance Lease Amount’ amounting as per the bid amount of **Rs** _____ plus applicable taxes, duties and levies, in the form of Demand Draft drawn in favor of NFDB or through NEFT/RTGS/IMPS (ii) **Rs. 20,00,00/- (Rupees Twenty Lakhs only)** plus applicable taxes, duties and levies to NFDB towards payment of the ‘Bid Development Fee’. The Preferred Bidder (for and on behalf of the Lessee) has also furnished an irrevocable and unconditional Bank Guarantee Nos _____ dated _____.

_____drawn from_____Bank,_____Branch, in favor of_____,NFDB for an amount of **Rs. 50,00,000/- (Rupees Fifty Lakhs Only)** valid up to_____, 202_, 202_ as guarantees for the performance by the Lessee of its obligations in relation to the Project (“**Performance Security**”). In light of the compliance by the Lessee of the pre-conditions to the execution of the Lease Agreement, NFDB has agreed to enter into this Lease Agreement vesting the rights for the implementation of the Project with the Lessee on the terms, conditions and covenants hereinafter set forth in this Agreement.

- H. The Preferred Bidder has undertaken to ensure that the Lessee shall duly discharge its obligations under this Agreement and implement the Project and has joined in and is executing this Agreement as a Confirming Party to the arrangement envisaged and detailed herein under and agrees to undertake and comply with the terms and conditions hereof as binding terms.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions

In this Agreement, including the recitals hereof, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

- (a) **“Accounting Year”** means the financial year commencing on 1st April in each year and ending on 31st March in the next year except in the first and the last calendar year of the subsistence of this Agreement. In the first year of subsistence of this Agreement, it means the period from the signing of Lease Agreement to the immediately following, 31st March. In the last year of subsistence of this Agreement, it means the period from 1st April to the Transfer Date.
- (b) **“Affiliate” or “Associate”** means with respect to a specified Person, any Person which is a holding company or subsidiary of such specified Person, or any Person which directly or indirectly, (i) owns or controls such specified Person, (ii) is owned or controlled by such specified Person, or (iii) is owned or controlled by the same Person, who, directly or indirectly, owns or controls such specified Person. For the purposes of this Agreement, the terms "holding company" and "subsidiary" shall have the meaning ascribed to them under Section 4 of the Companies Act, 2013 and the term "control" shall mean:
 - i. control over the composition of majority of board of directors of a company; or
 - ii. control of not less than 51% (fifty one percent) of the issued equity share capital of a company
 - iii. 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 or by contract or otherwise
- (c) **“Agreement”** means this Agreement as of date hereof, including recitals, Appendices and attachments hereto as may be amended, supplemented or modified in accordance with the provisions hereof;
- (d) **“Appendix”** means any of the schedules, supplements or documents, appended to this Agreement;
- (e) **“Applicable Laws”** means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of GOI, GOAP, GoTS or by any Government Authority or instrumentality thereof, as may be in effect on the date of this Agreement and during the subsistence thereof;
- (f) **“Applicable Permits”** means any or all permissions, clearances, Leases, consents, no- objections, approvals of or from any Government Authority required in connection with the Project and for undertaking, performing or discharging the obligations or fulfillment of the purposes contemplated by this Agreement (attached hereto as *Appendix- 10*);
- (g) **“Authority” or the “Grantor”** means National Fisheries Development Board (NFDB)

- (h) **“Annual Lease Amount”** means the lease amount payable annually by the Lessee towards land offered for the entire Lease Period for Operation & Management of Integrated Coastal Aquaculture Facilities at Mulapolam Village pursuant to the Lease / Lease Agreement.
- (i) **“Bank”** means any Nationalized/Scheduled (excluding Cooperative) Banks having operations in India.
- (j) **“Benchmarked Output”** shall mean the Capacities and Outputs specified by the Authority and achieved by the Lessee from the ‘Project Facility’ during the course of initial 6 years of the Lease Period;
- (k) **“Built up Area” or “Floor Area,” or “Built up Space”** means the covered area of a building at all floor’s levels added together, excluding parking.
- (l) **“Business Day”** means a day on which banks are generally open in Hyderabad for transaction of normal banking business;
- (m) **“Lease Period or Contract Period or Authorization Period”** shall mean the period of 5 Years initially which may be extended for another tenure of 3 Years, based on the ‘Performance Indicators’ and subject to the mutual agreement between the Authority and the Lessee;
- (n) **“Lessee”** means the ‘Preferred Bidder’ / JVC, M/s (.....) formed by the ‘Preferred Bidder’ and shall include its successors and permitted assignees;
- (o) **“Commercial Operations”** means the occupancy and use of the relevant Project Facility by the Lessee, pursuant to Contractual Arrangements with the Lessee;
- (p) **“Commercial Operation Date” or “COD”** means the date on which the Grantor / Authority issues the Provisional Certificate and / or the Completion Certificate, as the case may be, in respect of the entire Project or any particular Project Facility (as per MDOs), upon receipt of which, the Lessee commences Commercial Operations of the respective Project Facility in accordance with the provisions hereof;
- (q) **“Compliance Date”** shall mean the later of the dates, within a period of one hundred and eighty (180) Days from the Execution Date, by which both the Parties hereto have fulfilled their respective Conditions Precedent in accordance with Article 3 hereof, and upon which this Agreement becomes unconditional and effective;
- (r) **“Condition Precedent”** means the conditions set out in Article 3 hereof;
- (s) **“Construction Contract”** means one or more contracts that are entered into by the Lessee with the relevant Contractors in relation to the construction of the Project Facilities
- (t) **“Construction Period”** means the period from the date of execution of this Agreement up to the date

of Project Completion (i.e. when the Completion Certificate has been issued for all the Project Facilities);

- (u) **“Contractor”** means a reputed Person with whom the Lessee has entered into/ may enter into a contract relating to the Works and subcontractors, including contractors for engineering, procurement and construction of all or any part of the Project Facilities and contractors for operations, management, and management (**‘O&M Contractors’**), as the context may require, service providers, suppliers and/or any other contractors and sub-contractors, manufacturers or suppliers of Works or part thereof, as the context may admit or require;
- (v) **“Contractual Arrangements”** shall mean and include all and any, licensing, tenancy, franchising and similar arrangements that may be entered into by the Lessee, in accordance with and subject always to the terms and conditions of this Lease Agreement;
- (w) **“Contractual Counter-Parties”** shall have the meaning specified in Section 6.1.2;
- (x) **“Debt Service”** means all payments on account of principal, interest, financing fees and charges due and payable in an Accounting Year to the Lenders under the Financing Documents;
- (y) **“Demand Draft or DD”** means the instrument issued by any Nationalized/Scheduled (Excluding Cooperative) Banks having operations in India and Payable at Hyderabad in Telangana State.
- (z) **“Depreciated Historic Cost”** or **“DHC”** means the depreciated historic cost as computed
- (aa) **“Directive”** means any present or future requirement, instruction, direction, order, rule or regulation issued by any Competent Authority which is legally binding or which is notified/directive issued by the NFDB to the Lessee and any modification, extension or replacement thereof from time to time in force.
- (bb) **“Dispute Resolution Procedure”** means the procedure for resolution of disputes set forth in Article 15;
- (cc) **“Easement”** means all easements, reservations, rights-of-way, utilities and other similar rights as to the use of real property, which are necessary or appropriate for the conduct of activities of the Lessee related to the Project;
- (dd) **“Encumbrances”** means any encumbrance such as a mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other obligation or restriction and shall include physical or legal obstructions or encroachments on the whole or any part of the Project Site or Third-Party claims or rights of anykind attaching to the whole or any part of the Project Site;
- (ee) **“Event of Default”** means a Lessee Event of Default or a Grantor / Authority Event of Default or both, as the context may require or admit;
- (ff) **“Expert”** means any person, body or organization of repute with recognized technical/ professional expertise in respect of any field, matter or subject relevant for the purpose of this Agreement, appointed by the Parties by mutual consent, also referred to as third party expert;
- (gg) **“Execution Date”** or **“Date of Execution”** means the date on which this Lease Agreement is signed by

the Parties.

- (hh) **“Force Majeure Event”** shall have the meaning ascribed to it in Section 12.1 of this Agreement;
- (ii) **“GoAP”** means Government of Andhra Pradesh;
- (jj) **“Gol”** means the Government of India;
- (kk) **“GoTS”** means Government of Telangana State;
- (ll) **“Government Authority”** means Gol, GoAP, GoTS or any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Lessee, the Project, the Project Assets and the Works or any part thereof or the performance of all or any of the services, obligations or covenants of Lessee under or pursuant to this Agreement or any portion thereof;
- (mm) **“Good Industry Practice”** means the exercise of that degree of skill, diligence and prudence and those practices, methods, specifications and standards of engineering, procurement, construction, equipment, safety, operation and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced construction contractor and/or operator, in a project of the type and size similar to the Project;
- (nn) **“Lenders”** means any Persons based in India or abroad providing Financial Assistance under the Financing Documents and includes financial institutions, banks, non-banking financial companies, funds, trusts who provide for Financial Assistance (including refinancing) to the Lessee and includes subscribers to/trustee for the holders of the debentures/bonds or other securities issued by the Lessee to meet the debt component of the cost of the Project and whose identity has been notified to Grantor / Authority by the Lessee from time to time. It is clarified that “Lenders” for the purposes of this Agreement, shall not include promoter entity or Affiliates of the Preferred Bidder or the Lessee
- (oo) **“Material Adverse Effect”** means circumstances which may or do (i) render any right vested in a Party by the terms of this Agreement ineffective or (ii) adversely affect or restrict or frustrate the ability of any Party to observe and perform in a timely manner its obligations under this Agreement or the legality, validity, binding nature or enforceability of this Agreement;
- (pp) **“Material Breach”** means a breach of the obligations, terms and conditions of this Agreement or covenants by a Party, which materially and substantially affects the performance of the transactions contemplated by this Agreement or/ has a Material Adverse Effect.
- (qq) **‘Minimum Performance Obligations’** (MPOs) shall mean all the project facilities including other obligations as detailed in RFP
- (rr) **“Nodal Officer”** means the officer from NFDB nominated as the “nodal officer” under Section 7.1 of this Agreement.
- (ss) **“Operations Period”** means, in relation to a particular Project Facility, the period commencing from COD of the relevant Project Facility and ending on the expiry or prior termination of the Lease Period and in relation to the Project means the period commencing from issuance of the Completion Certificate in relation to all the Project Facilities and ending on the expiry or prior termination of the Lease Period;

- (tt) **“Person”** means any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, Government or Governmental Authority or agency or any other legal entity
- (uu) **“Performance Security”** shall mean the irrevocable and unconditional bank guarantees of amounts equivalent to Rs. 50,00,0000/- (Rupees Fifty Lakhs only) provided by the Preferred Bidder/ Lessee from a Nationalized/Scheduled (Excluding Cooperative) Bank in favor of NFDB, in the form, manner and content, more particularly specified under Section 9.1 hereto., as a security for the performance of its obligations by the Lessee, in respect of the Project.
- (vv) **“Performance Standards”** means the performance parameters for the operation and management of the Project set out in *Appendix 4*;
- (ww) **“Preferred Bidder”** shall mean the entity defined as such in the Name Clause of this Agreement.
- (xx) **“Prohibited Activities”** means the activities not permitted, as per the GO.Ms No.168, dated 07.04.2012 issued by Municipal Administration and Urban Development Department, GoAP
- (yy) **“Project” or “Development of Integrated Coastal Aquaculture Facilities at Mulapolam Village, Srikakulam District, Andhra Pradesh on Lease Basis”** means, subject to the provisions of the RFP and this Agreement, (i) financing, commissioning, marketing, management, operation and management and commercial use of the Project Facilities, execution of the Works and all activities incidental thereto, such as commissioning and insurance etc., by the Lessee during the Contract Period; (ii) supply the output to the Authority as specified in the RFP, payment of lease amount as per the terms and conditions stipulated in the RFP during the entire Lease Period and (iii) transfer of the Project/Project Facilities by the Lessee to Authority or its nominated agency at the end of the Lease Period by efflux of time or prior termination;
- (zz) **“Project Assets”** shall mean and comprise of all tangible and intangible assets relating respectively to the Project, as the case may be excluding land but including and not limited to, (a) rights over the Site in the form of lease, right-of-way or otherwise; (b) each of tangible assets comprising the Project Facilities such as foundation, buildings, substructures and superstructures, pavements, over-bridges, works, subways, drainage facilities, sign boards, equipment, electrical works for lighting of and telephone and communication equipment; (c) financial assets, such as receivables, cash and investments; (d) rights under the Project Contracts and other agreements relating to the Project entered into by the Lessee and (e) proceeds from insurance policies taken by the Lessee in relation to the Project Facilities.
- (aaa) **“Project Contracts”** means collectively this Agreement of, O&M and any other material contract if any entered into or may hereafter be entered into by the Lessee with the Authority in connection with the Project;
- “Project Facilities”** shall mean the ‘Integrated Coastal Aquaculture Facilities’ developed at Mulapolem, Srikakulam District in phase 1 with a coverage of 36.52 acres plus the shore facilities developed for seawater pumping.
- (bbb) **“Project Site” or “Site”** means plot of land comprising of an area of 36.52 acres towards Phase-1 for the project, more particularly detailed in Appendix-6, out of the total area of 99.185 acres, located in Mulapolam Village, Srikakulam District in Andhra Pradesh State.
- (ccc) **“Proposal” or “Bid”** means the entire set of technical, financial, qualifying and other documents that comprise the proposal submitted by the Preferred Bidder in response to the RFP;

- (ddd) **“Request for Proposal” or “RFP”** means the Request for Proposal dated_issued by the Grantor / Authority as part of the competitive bidding process inviting bids for implementing the Project on Lease Basis, and includes any addendum / clarifications issued in respect thereof by the Grantor / Authority;
- (eee) **‘Right-of-First-Refusal’ (ROFR)** shall mean the ‘Right’ to have the ‘First Opportunity’ for the Lessee as per the prevailing Agreement, upon the completion of the entire Lease Period, for further Renewal, by way of Competitive Bidding, by matching the lowest Price Bid.
- (fff) **“Tax”** means all forms of taxation whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value, goods, services, works, import, export, production or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions including property tax, duties, contributions, rates and levies (including without limitation social security contributions and any other payroll taxes), whenever and wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax or otherwise) and/or levies of any nature whatsoever, whether by Gol, the Grantor / Authority or Government Authorities, and in respect of any Person and all penalties, charges, costs and interest relating to it;
- (ggg) **“Termination”** means prior termination of this Agreement pursuant to Termination Notice but shall not, unless the context otherwise requires, include the expiry of this Agreement due to efflux of time in the normal course;
- (hhh) **“Termination Period”** shall have the meaning specified in Section 14.1;
- (iii) **“Third Party”** means any Person, real or legal, or entity other than the Parties to this Agreement;
- (jjj) **“Transfer Date”** means either: (i) the date of expiry of Lease Period by efflux of time, including extension thereto or (b) in the event of an earlier termination thereof, the date on which the Project Facilities are transferred to the Lessee in accordance with the provisions of Article 14;
- (kkk) **“Transaction Documents”** means collectively the Project Contracts and the Financing Documents;
- (lll) **“Vacant Possession”** means delivery of possession of the land comprising the Site, free from all Encumbrances, restrictions or impediments and the grant of all Easements and all other rights appurtenant or in relation thereto;
- (mmm) **“Vesting Certificate”** shall have the meaning specified in Section 14.5;
- (nnn) **“Year”** means a period of 12 consecutive calendar Months;
- (ooo) **“Works”** mean the works under and in accordance with the provisions of this Agreement relating to the operation, management and maintenance, rectifying and remedying of defects therein (the **“O&M Works”**), collectively or singularly as the context may admit or require, including the technology, services and things to be designed, engineered, constructed, installed, equipped, supplied, executed, manufactured, completed, tested, commissioned, rectified, replaced, made good, carried out and undertaken in respect of the Project/Project Facilities and any other permanent, temporary or urgent works required hereunder.

Section 1.2 Interpretations

In this Agreement, unless the context otherwise requires,

- a. reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted;
- b. words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender;
- c. the table of contents and headings are for convenience of reference only, and shall not be used in and shall not affect the construction or interpretation of this Agreement;
- d. terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the terms and words defined in the Appendices and used therein shall have the meaning ascribed thereto in the Appendices;
- e. words “include” and “including” are to be construed without limitation;
- f. any reference to any point in time shall mean a reference to that point according to Indian Standard Time;
- g. any reference to day shall mean a reference to a calendar day; any reference to month shall mean a reference to a calendar month;
- h. Appendices to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- i. reference to this Agreement or any other agreement, deed, instrument, Lease or document of any description shall be construed as reference to such agreement, deed, instrument, Lease or other document as the same may from time to time be amended, varied, supplemented, modified, notated or suspended;
- j. references to recitals, articles, sections, sub-sections, appendices in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, articles, sections, sub-sections, appendices of or to this Agreement;
- k. any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such Days or dates; provided that if the last day of any period computed under this Agreement is not a Business day, then the period shall run until the end of the next Business day;

- l. references to any date, period or Milestone Dates shall mean and include such date, period or Milestone Date as may be extended pursuant to this Agreement or by mutual consent of the Parties hereto;
- m. references to “construction” include, unless the context otherwise requires, investigation, design, development of Site, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and “construct” shall be construed accordingly;
- n. wherever in this Agreement provision is made for the giving or issuing of any notice, endorsement, consent, approval, certificate, agreement, Lease proposal, communication, information or report or determination by any Party and/or the Independent Engineer/Consultant/Consultant/ Expert, unless otherwise specified, such notice, endorsement, consent, approval, certificate, agreement, Lease proposal, communication, information or report or determination shall be in writing under the hand of the duly authorized representative of such Party and/or the Independent Engineer/Consultant/Consultant/Expert in this behalf;
- o. unless otherwise provided, any interest to be calculated and payable under this Agreement shall accrue on a monthly basis and from the respective due dates as provided for in this Agreement;
- p. any word or expression used in this Agreement shall, unless defined or construed in this Agreement, bear its ordinary English meaning;
- q. the damages payable by a Party to the other Party as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage/liquidated damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty.

Section 1.3 Measurements and Arithmetic Conventions

All measurements and calculations shall be in metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculation which shall be rounded off to nearest rupee.

Section 1.4 Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (a) Between two Articles of this Agreement, the provisions of specific Article relevant to the issue under consideration shall prevail over those in the other Article;
- (b) Between the provisions of this Agreement and the Appendices, the Agreement shall prevail, save and except as expressly provided in the Agreement or the Appendices;

- (c) Between the written description on the drawings and detailed engineering and the Specifications and Standards, the latter shall prevail; and
- (d) Between any value written in numerical and that in words, the latter shall prevail.

Section 1.5 Priority of Documents

The documents forming part of the bidding process leading to this Agreement shall be relied upon and interpreted in the following descending order of priority:

- (a) This Agreement
- (b) The Appendices to the Agreement
- (c) Any Supplementary Agreements to this Agreement
- (d) The LoA issued to the Preferred Bidder
- (e) Written addenda to the RFP
- (f) Written clarifications to the RFP
- (g) The RFP
- (h) The Preferred Bidder’s Bid.

ARTICLE 2 LEASE

Section 2.1 Grant of Lease

- (a) Subject to and in accordance with the terms and conditions set forth in this Agreement, the Applicable Laws, the terms of Applicable Permits, and Good Industry Practice, the Grantor / Authority hereby grants to the Lessee in as is where is condition, and the Lessee hereby accepts the exclusive right, authority and authorization to undertake, during the Lease Period, the Operation and Management of the Project Facilities at the Site by financing, producing as per the MPO and marketing the production as per the conditions in RFP and exercise and enjoy the rights, powers, privileges, Leases and entitlements as set forth in this Agreement (collectively the “Lease”) and the Lessee hereby accepts the Lease and agrees to Operate and Management of the Project subject to and in accordance with the terms and conditions set forth herein.
- (b) Subject to and in accordance with the provisions of this Agreement, the Lease granted herein includes, subject to the provisions hereof, shall oblige or entitle (as the case may be) the Lessee to:
- i. make at its cost and expense such development and improvements in the Site as may be necessary to Operate the Project Facilities there at subject to and in accordance with the provisions of this Agreement;
 - ii. Finance, market, administer, manage, operate and maintain the Project Facilities in conformity with the Specifications and Standards set forth in **Appendix 4**;
 - iii. To apply for, procure & maintain all requisite Applicable Permits for the O&M of the project, for such uses and purposes as permitted under this Agreement;
 - iv. Operate and maintain the Project in accordance with the Applicable Laws
 - v. Supply the ‘Output’ to the Authority as first point of sale, and on refusal to other stake holders on market price as per the terms of this Agreement;
 - vi. Enter into Contractual Arrangements in relation to the Project Management and maintenance
 - vii. Appoint Contractors/sub-contractors for discharging any of its obligations under this Agreement, carrying on its business of implementing, managing, marketing, operating and/or maintaining the Project;
 - viii. make timely payments to the Grantor / Authority in accordance with the terms of this Agreement towards, *inter alia*, the Annual Lease Amount
 - ix. Perform and fulfill all the Lessee’s obligations under and in accordance with this Agreement,
Carry out such other activities incidental to the foregoing or proper or desirable for the safe, efficient and economic operations and management of the Project, in accordance with Applicable Laws & Good Industry Practice.
 - x. Exercise and/or enjoy all the rights, powers, privileges, authorizations and entitlements as set forth in this Agreement
- (c) The Lessee has no right to sell or mortgage the title of the Site or any of the whole or part thereof and it shall, on the Transfer date, transfer and hand over the Site along with the Project Facilities and Project Assets to the Grantor / Authority or its nominated agency in accordance with the provisions hereof.
- (d) The Lessee is not authorized and shall not assign, transfer or sublet or part with or create any

Encumbrances on the whole or any part of the Project Site save and except as expressly permitted under this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Lessee to appoint Contractors, to enter into Contractual Arrangements.

Section 2.2 Lease Period

The period of Lease shall commence on the Execution Date of this agreement and shall if not terminated earlier or extended by NFDB in accordance with the terms and conditions hereof, remain valid for a period of 5 Years initially, which may be extended for another tenure of 3 Years, based on the ‘Performance Indicators’ and subject to the mutual agreement between the Authority and the Lessee; from such date, during which the Lessee is authorized to implement the Project in accordance with the provisions of this Agreement (the “**Lease Period**”).

Section 2.3 Right of First Refusal (ROFR) for Additional period.

Subject to and in accordance with provisions of this Agreement, and upon completion of the Lease Period by efflux of time (i.e. 5 + 3 Years, as applicable), the Grantor / Authority shall, in the event it determines to undertake the continued management, operation and management of the Project Facilities through lease basis, and subject to the Lessee observing all the terms and conditions under the Lease Agreement and not committing any breach thereof, provide the Lessee with the right to match and accept the price and terms of the highest bid/ prospective preferred bidder (subject to the Lessee participating in such bidding process with its bid falling within 10% variation with the successful bid), that is obtained by the Grantor / Authority through a competitive bidding process for a fresh term of Lease of additional period, (“**Right of First Refusal**”). If the Lessee matches and accepts the price and terms of the lowest bid / prospective preferred bidder, then it shall be awarded the Lease for an additional period and if it fails to do so, then the said Lease would be awarded to the prospective preferred bidder.

Provided that the Grantor / Authority shall commence the said bidding process at least 6 (six) months prior to the expiry of the Lease Period & culminate the same prior to such expiry of the Lease Period.

ARTICLE 3 CONDITIONS PRECEDENT

Section 3.1 Conditions Precedent

Save and except as may otherwise be expressly provided herein, the obligations of a Party under this Agreement shall be subject to the satisfaction in full of the Conditions Precedent relating to the other Party (the “**Conditions Precedent**”).

Section 3.2 Conditions Precedent for Grantor / Authority

The obligations of the Lessee hereunder are subject to the satisfaction in full of the following Conditions Precedent for the Grantor / Authority: The Grantor / Authority shall have handed over to the Lessee, the Project Site free from all encumbrances, on “as is where is basis”.

Section 3.3 Conditions Precedent for Lessee

The obligations of the Grantor / Authority are subject to the satisfaction in full of the following Conditions Precedent for the Lessee. The Lessee shall have:

- (a) made all the applications at its cost and procured the any Permits as per the indicative list set out in *Appendix-10* required for commencing execution of the Works unconditionally or if subject to conditions then all such conditions have been satisfied in full and such Applicable Permits are in full force and effect and the Lessee is in compliance with the conditions of grant thereof and they are valid and effective;
- (b) provided the Grantor / Authority notarized true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of this Agreement by the Lessee;
- (c) achieved **Financial Closure** and provided notarized true copies of the Financing Documents to the Grantor / Authority along with soft copies;
- (d) prepared and finalized the Detailed Project Report in accordance with the provisions of **Section 6.1** hereof;
- (e) procured consent for operation etc. from the State/Central Agencies/Authorities, as may be required if any under Applicable Law
- (f) confirmed in writing that all the representations and warranties of the Preferred Bidder/Lessee set forth in the Proposal and forming part of this Agreement are true and correct as on the date of execution of this Agreement and the Compliance Date
- (g) has required ‘Operations & Management’ experience as stated in RFP document.

Provided that upon request in writing by the Lessee, the Grantor / Authority may, in its sole discretion, waive fully or partially any or all the Conditions Precedent set forth in the **Section 3.3**.

Section 3.4 Obligation to Satisfy Conditions Precedent

- (a) Each Party shall make all reasonable endeavors at its respective cost and expense to comply in full with the Conditions Precedent relating to it within a period of 180 (one hundred and eighty) Days from the Execution date, or any extension agreed to between the Parties.
- (b) The later of the dates within such 180 (one hundred and eighty) Days when the Grantor / Authority and the Lessee fulfil their respective Conditions Precedent (unless Grantor / Authority waives the same for the Lessee) shall be the date from which the obligations of the Parties hereunder shall commence (the “**Compliance Date**”).

Section 3.5 Non-fulfilment of Conditions Precedent

- (a) In the event the Conditions Precedent for the Lessee have not been fulfilled within the stipulated time and the Grantor / Authority has not waived, fully or partially, such conditions relating to the Lessee, this Agreement shall cease to have any effect as of that date and shall be deemed to have been terminated by the mutual agreement of the Parties and no Party shall subsequently have any rights or obligations under this Agreement and NFDB shall not be liable in any manner whatsoever to the Lessee claiming through or under it.
- (b) In the event that possession of the Site has been delivered to the Lessee prior to the fulfilment in full of the Conditions Precedent, upon the termination of this Agreement pursuant to clause 3.5 (a) above, the Site shall immediately revert to the Grantor / Authority, free and clear from any Encumbrances and along with all Easementary Rights, irrespective of any outstanding mutual claims between the Parties and the Lessee and the Persons, claiming through or under it, shall immediately remove itself from the Project Site, without any demur or delay.
- (c) In the event this Agreement is terminated due to non-fulfilment of the Lessee’s Conditions Precedent and the same is not due to Grantor / Authority’s default or Force Majeure event, Grantor / Authority shall retain the Bid Development Fee, Three (3) Months Advance lease Amount and forfeit Performance Security as damages.
- (d) In the event this Agreement is terminated due to non-fulfilment of the Grantor / Authority’s Conditions Precedent, the Grantor / Authority shall upon such termination return/refund in full the Performance Security along with three (3) Months Advance Lease Amount received from the Lessee, without any interest, provided there are no outstanding claims of the Grantor / Authority on the Lessee, unless such Grantor / Authority’s failure to fulfil its Conditions Precedent is a result of the Lessee’s default.
- (e) Without prejudice to the foregoing, the Parties may, instead of terminating the Agreement, extend the time for fulfilling the Conditions Precedent by mutual agreement.

- (f) In case of any delays in getting Applicable Permits or approvals for construction and execution of the Project due and attributable to the concerned Government Authority and provided such delay is not due to any default or negligence or omission on the part of the Lessee or Persons claiming through or under it, there may be a commensurate extension of the Conditions Precedent, as certified by the Independent Engineer/Consultant and as approved by the Grantor / Authority.

ARTICLE 4 PROJECT SITE

Section 4.1 Access to and Lease of the Site

- (a) The Grantor / Authority shall on the date of execution of this Agreement, grant the Lessee with the access to the Site for the period from the date hereof to the Compliance Date for the limited purpose of carrying out site investigations, surveys, inspections etc., at the Lessee’s cost, risk and consequence. The Grantor / Authority or any Government Authority shall have no liability whatsoever in this behalf. For the avoidance of doubt, the rights granted herein are only in the nature of a bare authorisation for the limited purpose of inspection and investigation of the Project Site. The Lessee shall ensure at its cost and consequence that during such period no damage is caused to the Project Site by its activities thereat.
- (b) The Parties shall, within 7 (Seven) Days of the Grantor / Authority’s notice in this behalf to the Lessee, prior to the date of signing of Lease Agreement, carry out through their duly authorised representative, a joint inspection and verification of all the real estate, structures, land, buildings and record the report thereof in a memorandum duly signed by the Parties/their representatives. The participation of the Lessee in such joint inspection shall be mandatory. The Lessee shall carry out at its cost a due diligence of all encumbrances at, on or under the Site and notify the same to the Grantor / Authority, which shall take prompt action for removing the same.
- (c) The Grantor / Authority shall bear all the costs of making available the Project Site to the Lessee and be liable to remove/relocate at its cost all Persons that may have to be displaced from the Project Site, including the payment of compensation, if any, to such Persons or litigation pursuant thereto and the Lessee shall not be liable in this behalf.
- (g) The Grantor / Authority shall allot the Site to the Lessee on an “as is where is basis” under a valid and binding **Lease Agreement**, for the Lease Period.
- (d) The Grantor / Authority shall on or before the Compliance Date and, upon satisfaction of the Conditions Precedents detailed in Section 3.3 hereof, handover the Project Site unto the Lessee on an “as is where is basis” and together with the full and free right and liberty of way and passage and other rights in relation thereto, for the purpose of implementing the Project in accordance with the provisions of this Agreement.
- (e) In consideration for the Lease of the Site, the Lessee shall pay the Grantor / Authority, the Annual Lease Amount as specified in Section 8.3.1 hereof.
- (f) Following delivery of possession of the Project Site, the Lessee and the Persons claiming through or under it shall keep the Project Site free from any trespass or encroachment and keep the Grantor / Authority informed thereof and take appropriate and timely legal and remedial action.

Section 4.2 Leases and Sub-Contracts

a) No Sub-Lease of Land

The Lessee shall not sub-lease the whole or any part of the land comprising the Project Site, allotted to it by Grantor / Authority under this Lease Agreement, to any person in any form or under any arrangement, device or method. This is an essential condition of this Agreement, the breach of which shall constitute a Lessee Event of Default that shall entitle the Grantor / Authority to terminate this Agreement in accordance with the provisions of Article 16 hereof.

b) Sub-contracting of Project Facilities on the Project Site

For the purpose of exercising its rights pursuant to Article 2 of this Agreement, the Lessee shall, subject to the provisions hereof, however be allowed to sub-contract any operation and management work of Project Facilities in the Project Site, and it shall have the right, subject to the provisions of this Agreement, to enter into Contractual Arrangements with third parties in relation to any part of the Project Facilities in the Project Site provided the terms and conditions of such Contractual Arrangements shall not be inconsistent or contrary to the provisions of this Agreement and that such Contractual Arrangements shall be coterminous with this Agreement.

Section 4.3 Possession and Use of Project Site

- (a) Upon the Lessee observing and performing its obligations, the several covenants, conditions and agreements herein contained and on the part of the Lessee to be observed and performed, the Lessee shall remain in peaceful possession and enjoyment of the Project Site during the Lease Period.
- (b) The Lessee shall not without prior written consent or approval of the Grantor / Authority, use the Site for any purpose other than for the purposes of implementing the Project in accordance with the provisions of this Agreement and purposes incidental thereto or as may otherwise be approved in writing by the Grantor / Authority. The Lessee acknowledges, accepts, confirms and agrees that this is an essential condition of this Agreement.

(c)

The Lessee shall maintain vigil over the Site during the Lease Period to prevent encroachments or occupation of the Site and in case of any encroachment or occupation forthwith remove the same at its cost and expense and inform the Grantor / Authority thereof. The Lessee shall shift the utilities at, on, over or under the ground at the Project Site to an appropriate location or alignment. Such shifting of the utilities shall be carried out only if and to the extent according to the Grantor / Authority, the non-shifting thereof materially obstructs the implementation of the Project. The cost of such shifting shall be borne by the Lessee with a right to seek set off from the owner of such utilities as may be available under the Applicable Laws or contract.

- (d) The Lessee shall be solely liable for all hazardous, dangerous and other goods, materials, creatures and substances brought, kept, stored or handled at the Site.
- (e) The Grantor / Authority confirms that:
 - (i) The Site together with the necessary Easement rights has been acquired through the due process of law belongs to and is vested in the NFDB, and further that the NFDB has full powers to hold, dispose of and deal with the same consistent, *inter alia*, with the provisions of this Agreement; and
 - (ii) The Lessee shall have no obligation/liability as to payment of any compensation whatsoever to or the rehabilitation and resettlement of any Person from whom the Site or any part thereof had been acquired and that the same shall be the sole responsibility of the NFDB.
- (f) In the event the Lessee is obstructed by any Person claiming any right or interest in or over the Project Site or any part thereof or in the event of any enforcement action including any attachment, appointment of receiver or liquidator being initiated by any Person claiming to have any interest in/ charge on the Project Site or any part thereof, Grantor / Authority shall, if called upon by the Lessee , defend such claims and proceedings at its cost and expense and the Lessee shall not be liable for the same in any manner whatsoever.
- (g) The Lessee shall not part with or create any Encumbrances on the whole or any part of the Project Site save and except as expressly permitted under this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Lessee to appoint Contractors, or to enter into Contractual Arrangements in relation to the operation and management of Project Facilities and to assign its rights here under and create a Security Interest in favour of the Lenders in accordance with the provisions of this Agreement.

Section 4.4 Access to Site

- (a) Following the delivery of Possession of the Project Site on “as is where is basis” by the Grantor / Authority to the Lessee, the Lessee shall, at all reasonable times and on reasonable notice, afford access to the Project Site to,
 - (i) the Grantor / Authority, or the Independent Engineer/Consultant, or the Experts and their duly authorised personnel and representatives so as to carry out their respective functions and obligations hereunder.
 - (ii) the representatives of or Persons duly authorised by the relevant Government Authority concerned with safety, security or environmental protection to inspect the Site, and the Project and the Works, carry out their respective duties and functions and to investigate any other matter within their authority.
- (b) The Persons obtaining access to the Site shall conduct their activities and operations at their own risk, cost and expense and in such manner so as to cause minimum disruption to the operation and

management of the Project consistent with the purpose of the Person gaining such access.

Section 4.5 Information about Project Site

- (a) The site map set out in Appendix-6 is provided by the Grantor / Authority to the Lessee in good faith and with due regard to the matters for which such information is required by the Lessee. The Grantor / Authority agrees to provide to the Lessee upon a reasonable request, any further information relating to the Project Site, which the Grantor / Authority may now possess or may hereafter come to possess. Subject to this, the Grantor / Authority makes no representation and gives no warranty to the Lessee in respect of the condition of the Project Site and the Lessee shall accept the Project Site handed over to it by the Grantor / Authority on an “as is where is basis”.
- (b) The Lessee acknowledges that before entering into this Agreement, it has had sufficient opportunity to investigate the Site, and
 - (i) accepts full responsibility for its condition (including but not limited to its geological condition, any toxic contamination, the adequacy of the connectivity links to the Site and the availability or unavailability of adequate supplies of water and electricity); and
 - (ii) agrees that it shall not be relieved from any of its obligations under this Agreement or be entitled to any extension of time or financial compensation by reason of the unsuitability of the Site (or part thereof) or for any other reason pertaining to the Site.

Section 4.6 Grantor / Authority's Property at Project Site

- (a) All debris and construction and building materials (sand, gravel, stone, rock, loose earth etc.) lying at the Project Site or generated during the operation of the Project shall be promptly disposed off by the Lessee at its cost in accordance with Applicable Laws. The Lessee may if it deems appropriate use the same for the execution of the Works.
- (b) All articles of value or antiquity found on the Project Site shall be the property of the Grantor / Authority. The Lessee shall take reasonable precautions to prevent its labour and personnel and that of its Contractors from removing or damaging any such article or thing. The Lessee shall immediately upon discovery of such article or thing, inform the Grantor / Authority, which may issue instructions for dealing therewith.

Section 4.7 Reservation

- (a) The Grantor / Authority accepts and reserves unto itself all the mines, minerals, coals, gold, etc. in, over, on or under the Site and full right and power at all times to undertake, with reasonable prior notice to the Lessee, all acts and things which may be necessary for searching, removing, appropriating or enjoying the same without providing or leaving any vertical support for the surface of the land at the Site or for any structure or building thereat; provided always the Grantor / Authority shall be obligated to pay reasonable compensation to the Lessee for all damage directly resulting from the exercise of the rights hereby reserved or any of them.

ARTICLE 5 OBLIGATION OF PARTIES

Section 5.1 Obligations of the Lessee

In addition to and not in derogation or substitution of any of the obligations, undertakings, terms and conditions or covenants set out elsewhere in this Agreement, the Lessee shall, without qualification, at its own cost and expense observe, undertake, perform and comply during the Lease Period with the following obligations:

Section 5.1.1 Project Operation

- (a) The Lessee shall Operate the Project in accordance with the Standards, Applicable Laws, terms of Applicable Permits and Good Industry Practice. The Lessee shall, for such purposes, do all such acts, deeds and things, as may be required under this Agreement. The Lessee shall make payments towards Annual Lease Amount in the terms specified in this Agreement.
- (b) In managing the Project, the Lessee shall ensure compliance by itself and Persons claiming through or under it with all Applicable Laws, including environmental laws, and the terms of Applicable Permits and the Lessee shall be entirely liable for any violations or breaches thereof and indemnify and keep indemnified the Grantor / Authority from and against all liabilities and costs in this behalf.
- (c) The Lessee may appoint Contractors to perform its obligations under this Agreement in accordance with Section 5.3 below; provided that the Lessee shall ensure that the Contractors function in accordance with the terms and conditions of this Agreement and do not violate or cause of breach of this Agreement. The Lessee shall indemnify and keep indemnified the Grantor / Authority from and against all liabilities and costs in this behalf in accordance with Section 5.3 below.

Section 5.1.2 Applicable Permits

- (a) The Lessee shall obtain and maintain at its cost all Applicable Permits, including all environmental permits, in conformity with the Applicable Laws and be in compliance therewith. Subject to the Lessee complying with the Applicable Laws and Good Industry Practice, the Grantor / Authority shall facilitate the securing of such consents, clearances and Applicable Permits.

Section 5.1.3 Personnel and Labour

- (a) The Lessee shall
 - (i) be solely and exclusively responsible for the recruitment, transportation, accommodation, catering, payment of the salaries, wages and other payments and costs incidental thereto, health, hygiene, safety etc. and all taxes, charges, levies, duties payable under Applicable Laws

- arising from the respective terms and conditions of employment of all labour and personnel employed by the Lessee, its Contractors, agents and representatives on or in connection with the Works or the Project Site under or through whatever legal relationship;
- (j) be solely responsible and liable for compliance with all Applicable Laws, including labour (without limitation, The Employee Provident Fund & Misc. Provisions Act 1952, Employees State Insurance Act 1948, Workmen’s Compensation Act 1923) and local laws, pertaining to the employment of labour, staff and personnel by it and its Contractors for implementing the Project.
- (b) The employees of the Lessee and its Contractors shall at all times be the responsibility of the Lessee and the Grantor / Authority shall not be liable in any manner whatsoever in respect of such employees and their employment.

Section 5.1.4 Subcontracting

- (a) The Lessee may appoint at its cost and risk, Contractors possessing the requisite skill, expertise, capacity and technical and financial qualifications, for the performance of any of its obligations under this Agreement, provided the Lessee shall at all times be solely responsible and liable for any defect, deficiency or delay in the construction and erection of the structures/equipment or any part thereof and for the management, operation and management of the Project in accordance with the provisions of this Agreement and provided further that this does not result in the assignment of any of the rights vested with the Lessee under this Agreement to the Contractors. The Lessee shall ensure that any of its obligations, which are relevant to the scope of work of a Contractor pursuant to this Agreement, are incorporated in the terms and conditions under which such Contractor is retained.
- (b) For the avoidance of doubt, it is hereby clarified that notwithstanding the appointment of a Contractor by the Lessee for any of the aforesaid purposes, the Lessee shall be liable for the performance of its duties and for the discharge of all its obligations and responsibilities which it shall have towards the Grantor / Authority under this Agreement and the appointment of Contractor(s) for any of the aforesaid purposes shall neither release nor exonerate the Lessee from its obligations hereunder, including full and timely compliance with the terms of this Agreement. The Lessee does hereby also agree and acknowledge that it shall remain responsible for obligations performed or to be performed by the Contractors/ subcontractors to the same extent as if such obligations were to be always performed by the Lessee and shall at all times be solely responsible for any defect, deficiency or delay by the Contractor in the implementation of the Project/execution of Works.
- (c) The Lessee further undertakes and covenants that it shall be solely responsible for all payments to be made to the Contractors and shall indemnify the Grantor / Authority and keep it indemnified and harmless from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorneys' fees and disbursements) and expenses that the NFDB may incur, insofar as such losses directly arise out of, in any way relate to, or result from the non- performance by the Lessee of its obligations to the Contractors including non-payment of any monies to such Contractors.

Section 5.1.5 Transaction Documents

- (a) The Lessee accepts and undertakes to ensure that the terms of all Transaction Documents (including but not limited to the agreements between the Lessee and Contractors and any other Person(s), including vendors of goods and services, or between any of these entities) shall be in conformity with the provisions of this Agreement and not in derogation of or conflict with the provisions hereof. In the event of any conflict or inconsistency between such documents and this Agreement, the provisions of this Agreement shall prevail.
- (b) The Lessee shall
- (i) Provide to the Grantor / Authority notarised true copies of every Transaction Document duly executed, to which the Lessee is a party, including any related instruments, deeds, contracts, supplemental agreements and other such documents relating thereto and of any amendments, supplements or replacements etc. thereof within 15 (Fifteen) Days of such execution or amendment etc.
 - (ii) Not make any replacement, modification or amendment to any of the Financing Documents at any time without the prior written consent of the Grantor / Authority if such replacement, modification or amendment has or may have the effect of imposing or increasing any financial liability or obligation on the Grantor / Authority and in the event any replacement, modification or amendment is made without such consent, the Lessee shall not enforce such replacement, modification or amendment nor permit enforcement thereof against the Grantor / Authority.
 - (iii) Comply with its obligations set out in the Transaction Documents.
 - (iv) Ensure and procure that each Project Contract contains provisions that would entitle Grantor / Authority or a nominee of the Grantor / Authority to step into such agreement at the Grantor / Authority's discretion, in place and substitution of the Lessee in the event of termination pursuant to the provisions of this Agreement. (the “**Covenant**”). For the avoidance of doubt, it is expressly agreed that in the event Grantor / Authority does not exercise such rights of substitution within a period of 90 Days from the Transfer Date, the Project Contracts shall be deemed to cease to be in force and effect from the Transfer Date without any liability whatsoever on Grantor / Authority and the Covenant shall expressly provide for such eventuality. The Lessee expressly agrees to include the Covenant in all its Project Contracts and undertakes that it shall, in respect of each of the Project Contracts, procure and deliver to Grantor / Authority an acknowledgement and undertaking, in a form acceptable to Grantor / Authority, from the counter party(ies) of each of the Project Contracts, where under such counter party(ies) shall acknowledge and accept the Covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from Grantor / Authority in the event of termination.
 - (v) Not enter into any material Transaction Document, including without limitation, any Contract or agreement with any affiliated party related to or in connection with the Project unless the principal terms including consideration is reviewed, assessed by the Independent Engineer/Consultant appointed by the Grantor / Authority and approved by the Grantor / Authority, prior to the execution of any such contract.

Section 5.1.6 Reporting Requirements

The Lessee shall provide to the Grantor / Authority and the Independent Engineer/Consultant reports on a regular basis during the Lease Period in accordance with the provisions of **Article 7** and as set forth elsewhere in the Agreement and at all times provide the Grantor / Authority such information, data and documents as the Grantor / Authority may reasonably require.

Section 5.1.7 Accidents and Safety

- (a) The Lessee shall
- (i) Develop, implement and administer a surveillance and safety program for the Project and the users thereof and the Contractors’ labour and personnel engaged in the provision of any services under any of the Project Contracts, including correction of safety violations and deficiencies, and taking of all other actions necessary to provide a safe environment in accordance with Applicable Laws and Good Industry Practice.
 - (ii) Take all reasonable precautions for the prevention of accidents on or about the Project Site and provide all reasonable assistance and emergency medical aid to accident victims.
 - (iii) Maintain liaison with emergency service providers and seek necessary police assistance on payment of applicable charges for the provision of such services as are not provided in the normal course or are available only on payment.

Section 5.1.8 Taxes and Charges

The Lessee shall

- a. pay in a timely manner all taxes (including property tax), duties, levies, cess and charges including but not limited to income tax, sales tax, GST, excise duty, customs duty and octroi that may be levied, claimed or demanded from time to time by any Government Authority including any increase therein effected from time to time from any Government Authority, in respect of the Project.
- b. pay all charges, taxes, fines, late fees and other outgoings in relation to the use of utilities and services by the Lessee or its Contractors and agents during the implementation and operation of the Project such as water supply, sewage disposal, fuel, garbage collection and disposal, electric power, gas, telephone and other utilities and ensure avoidance of any disruption thereof due to disconnection or withdrawal of the facility.

Section 5.1.9 Foreign Exchange Risk

The Lessee shall bear any risk on account of fluctuation in foreign exchange rates during the Lease Period.

Section 5.1.10 Contractual Arrangements

The Lessee shall undertake the Site and Project Facilities thereon and enter into Contractual Arrangements in accordance with the provision of this Agreement.

Section 5.1.11 Environment Management Plan

The Lessee shall comply with its obligations under the Environment Management Plan.

Section 5.1.12 Others

The Lessee shall

- (i) maintain requisite insurance in accordance with the provisions hereof.
- (ii) provide all assistance to the Grantor / Authority and the Independent Engineer/ Consultant /Experts as they may reasonably require for the performance of their duties and services under this Agreement;
- (iii) be responsible for safety, soundness and durability of the Project Facilities including all structures forming part thereof and their compliance with the Specifications and Standards.
- (iv) provide representatives of the Grantor / Authority, including those concerned with safety, security or environmental protection, at reasonable time and upon reasonable notice, access to the Project Site to review progress of construction and the operations of the Project and to ascertain compliance with any of the requirements of the Agreement. Provided that any failure on the part of the Grantor / Authority to inspect any work shall not, in relation to such works, (i) amount to any consent or approval of the Grantor / Authority or shall the same be deemed to be a waiver of any of the rights of the Grantor / Authority under this Agreement; and (ii) release or discharge the Lessee from its obligations or liabilities under this Agreement in respect of such work.
- (v) provide or arrange at its cost during the Lease Period all on-site infrastructure including power, electricity, water, sanitation, sewage treatment and disposal, drainage, solid and hazardous waste disposal, effluent treatment and disposal and other utilities and facilities required from time to time in respect of the construction, operation and management of the Project/Project Facilities and be in compliance to the requirements relating thereto under the Applicable Laws, terms of Applicable Permits and Good Industry Practice.
- (vi) if required, at its cost install meters to measure the consumption of power and water. The Lessee shall, at its cost, make alternate and back up arrangement for power, including but not limited to installation of generators and for water, subject to the Lessee obtaining Applicable Permits if any.
- (vii) hand over the Project /Project Assets free from encumbrances and encroachments to the Grantor / Authority or its nominated agency upon the expiry/termination of this Agreement.

Section 5.1.13 Obligations related to Operation and Management

The Lessee shall

- (i) Operate, maintain, manage and repair the Project Facilities at its cost and risk during the Operations Period in accordance with the provisions hereof, including the Specifications and Standards, the Applicable Laws, the terms of Applicable Permits and Good Industry Practice.
- (ii) the Lessee shall have the right to commence Commercial Operations of a Project Facility once it has obtained the Completion Certificate in respect thereof (which may be before achievement of Project Completion)
- (iii) Employ qualified Persons to efficiently implement, operate and manage the Project.
- (iv) Make available all necessary financial, managerial, technical, technological and other resources for the operations and, management of the Project to conform to the requirements of this Agreement.
- (v) Replace, repair, replenish or renew, as the case may be, the materials, goods, machinery, equipment, capital components and spares etc. and undertake preventive maintenance at its cost as necessary to carry out efficient operations and management of the Project and to provide adequate service standards and to ensure that the Project/Project Facilities are transferred to the Grantor / Authority in a good condition except for the normal wear and tear having regard to their life, construction, use and the period of use, in accordance with the terms of this Agreement.
- (vi) Ensure maintenance of proper and accurate records, data and accounts relating to the operations of the Project and the revenues earned there from.
- (vii) Comply with all Applicable Laws, including those relating to safety, health, sanitation, environment, labour and hazardous and dangerous materials.
- (viii) Promptly and diligently repair, replace or restore the Project or part thereof which may be destroyed, lost or damaged.
- (ix) Except as provided or authorized under this Agreement, not, without the prior written consent of the Grantor / Authority, remove or replace any asset comprised in the Project/Project Facility.
- (x) Ensure timely payments to the Grantor / Authority in accordance with the provisions of this Agreement.
- (xi) Carry out the commercial operations and provide the services and facilities as per the requirements of this Agreement and make changes therein only with the prior written approval

of the Grantor / Authority.

- (xii) Not undertake, cause or suffer the undertaking of Prohibited Activities by any person at the Site or the Project Facilities or part thereof.
- (xiii) Ensure Solid Waste Collection and Disposal System in place by implementation of environmentally sound solid waste collection mechanisms. Processing and disposal of Solid waste shall not be allowed within the site Premises.
- (xiv) Maintain Project Facilities as Plastic Free Zone.
- (xv) Recycle and reuse the Liquid waste, instead of disposing into the reservoir, for gardening, landscaping, flushing of toilets etc., and thus making the project as “Zero Discharge” project.

Section 5.2 Obligations of Preferred Bidder Section

5.2.1 Shareholding Lock-In

The Preferred Bidder/Consortium, as a whole, shall hold a minimum of 51% of the paid-up equity share capital of the Lessee at all times during the period up till the Fifth (5th) Anniversary of the Execution Date (“**Lock-in Period**”). In case of Preferred Bidder being a Consortium, the Lead Member (M/s_XXXX) or other constituent member of the Consortium (whose experience and/or technical capacities have been taken into consideration for the purposes of the evaluation of the Bid of the Preferred Bidder), shall individually hold at least 26% of the paid-up equity share capital of the Lessee during the Lock-in-Period. Each of the other members of the consortium other than the above shall hold a minimum of 10% paid up equity share capital of the Lessee during the lock-in period. No change in composition of the Preferred Bidder/Consortium shall be made Lock-in Period. Any transfer of such share capital after such Five (5) years shall require the prior written approval of the Grantor / Authority, which shall not be unreasonably denied. Provided, nothing contained in this sub-section shall preclude or prevent pledge of the Preferred Bidder’s/Consortium’s shares in the Lessee in favour of Lenders as security for the Financial Assistance and enforcement thereof in accordance with this Agreement and/or the Financing Documents. After the expiry of the Lock-In Period, the Lead Member or other constituent member of the Consortium (whose technical capacities have been taken into consideration for the purposes of the evaluation of the Bid of the Preferred Bidder) may be replaced by another entity, provided that the substitute entity holds at least 26% of the paid-up equity share capital of the Lessee. For the avoidance of doubt, the lead member of the Consortium or other constituent member of the Consortium (whose technical capacities have been taken into consideration for the purposes of the evaluation of the Bid of the Preferred Bidder) shall, at all times, during the Lease Period, hold at least 26% of the paid-up equity shares capital of the Lessee.

Section 5.2.2 Funding Obligation

The Preferred Bidders shall ensure that the Lessee has, at all times, sufficient funds to ensure the due discharge of its payment obligations such as lease amounts, Royalty etc., to the Grantor / Authority under this Agreement. In the event the Lessee is not able to discharge its payment obligations to the Grantor / Authority under this Agreement on account of lack of funds, the Grantor / Authority shall have the right to claim and recover from the Preferred Bidders (jointly and severally) and the Preferred Bidders shall have the obligation to pay, all such amounts that are due and payable by the Lessee to the Grantor / Authority

under this Agreement.

Section 5.3 Obligations in Respect of the Lessee

The Preferred Bidder shall in accordance with and subject to the provisions of this Agreement, undertake or manage, inter alia, the following areas of the Lessee’s activities such that its experience and expertise become available to the Lessee on an on-going basis:

- (a) Procurement of Applicable Permits for commencing and implementing the Project;
- (b) Execution of Project Contracts in respect of Operation/or and Management of Project/Project Assets
- (c) Timely implementation of the Project in accordance with the provisions of this Agreement, including the Specifications and Standards, the Applicable Laws, the terms of the Applicable Permits and Good Industry Practice.
- (d) Compliance with and implementation of the Environment Management Plan;
- (e) Marketing of the production from the Project;
- (f) Compliance with the provisions of this Agreement relating to liability and indemnification;
- (g) Implementation of measures for safety, security and protection of the works, property, life and materials at the Site and the environment.

Section 5.4 Obligations of Grantor / Authority

In addition to and not in derogation or substitution of any of the obligations, undertakings, terms and conditions or covenants set out elsewhere in this Agreement, the Grantor / Authority agrees and undertake as under:

Section 5.4.1 Applicable Permits

- i. The Grantor / Authority shall, at the request of the Lessee, grant Applicable Permits with reasonable promptness that are in its authority and capacity to grant and, as the case may be, assist but without guarantees and/or without assuming any responsibility in that behalf and issue recommendatory letters and make best efforts to assist the Lessee in obtaining all the Applicable Permits from Government Authorities, Authorizations to import equipment and materials required for the Project and immigration clearances, employment permits and residential premises for any foreign personnel engaged or employed by the Lessee in connection with the implementation of the Project, including renewals thereof; provided that nothing contained in this provision shall relieve the Lessee of its obligations under this Agreement to obtain the Applicable Permits and of being in compliance with the requirements of the same, provided further that the Lessee (a) provides to the Grantor / Authority all necessary relevant details and other information as may reasonably be required by the Grantor / Authority and (b) keeps the Applicable Permits in force and effect throughout the Lease Period.
- ii. Upon written request from the Lessee, assist the Lessee on best effort basis in obtaining access to all necessary infrastructure facilities and utilities, including water, sewerage, electricity and telecommunication facilities at rates and on terms no less favourable to the Lessee than those generally available to commercial customers receiving substantially equivalent facilities/utilities.

Section 5.4.2 Tax Benefits

In cases found appropriate the Grantor / Authority may, at the request of the Lessee, issue recommendatory or supporting letters to any Government Authority recommending Tax or Duty Leases / Benefits to the Lessee / the Project.

Section 5.4.3 Off-Site Infrastructure

The Off-Site infrastructure (Road, Power and Water) are being provided by different agencies like local body, Andhra Pradesh State Power Distribution Company Limited (APSPDCL) etc. The Lessee is required to apply to the concerned Authorities and obtain the necessary approvals in this regard, on its own. The Grantor / Authority will extend all necessary support to the Lessee based on written request of the Lessee

Section 5.5 Others

In the event of any action or suit to prevent, prohibit or otherwise challenge the Project by any Government Authority, trade union, environmental group or any other Person or organization, which might reasonably be expected to materially and adversely affect the Project Assets, the implementation of the Project or the enjoyment by the Lessee of its rights and benefits under the Lease granted herein, the Grantor / Authority shall, if requested by the Lessee in writing, on a best effort basis, take such reasonable action as is available to it to challenge and to mitigate such effects.

ARTICLE 6 PROJECT OPERATION

Section 6.1 Operation and Management of the Project (Phase I)

Section 6.1.1 O&M Works

Effective from date of Commercial Operations of a Project Facility (Phase I) and until the end of the Lease Period, the Lessee shall undertake, at its cost and risk, the operation and management of the relevant Project Facility including the buildings, the common areas, the landscape and other spaces, the parking lots/spaces, the infrastructure, works, fire-fighting and other systems and the common services and facilities, in accordance with the provisions of this Agreement, including the Specifications and Standards, Good Industry Practice, Applicable Laws and conditions of Applicable Permits, by itself or, subject to the provisions of Section 5.1.4 through O&M Contractor(s) or through suitable management/service contractors, without in any way relieving the Lessee of its responsibilities, obligations and liabilities as set out in this Agreement; provided that the O&M Contractors shall be appointed not less than 2 (two) Months before the Scheduled Project Completion or Project Completion, whichever is earlier. Within 2 (two) Weeks of the appointment of such contractors the Lessee shall inform the Grantor / Authority of their appointment.

- (a) The Lessee shall exercise appropriate control over the O&M Contractors and shall manage, direct, administer and supervise their working so as to ensure compliance with the provisions of this Agreement.
- (b) The Lessee shall make appropriate arrangements for security at the Site and abide by the security regulations/procedures prescribed by the Grantor / Authority or any Government Authority from time to time. The Lessee may secure assistance of the police force for maintaining security upon payment of routine charges for such services.

Section 6.1.2 Contractual Arrangements

- (a) Subject to the provisions of this Agreement, the Lessee may enter into such Contractual Arrangements as it may deem fit and, effective from the Commercial Operations Date of a Project Facility, grant in accordance with the terms thereof the possession of the relevant area of the Project Facility/Project Site to such Person (hereinafter the “**Contractual Counter Parties**”); provided that the use of Project shall not comprise the Prohibited Activities as for the applicable laws for the site jurisdiction and also not in competition with the activities of Grantor / Authority.
- (b) All Contractual Arrangements shall be subject to the following terms and conditions:
 - i. the terms and conditions of this Agreement are complied with and as applicable form part of such Contractual Arrangements and the Contractual Counter Parties, if any, shall be bound by such terms and conditions and be liable and accountable in respect thereof;
 - ii. the duration of such Contractual Arrangements shall be limited to and be co-terminus

- with/not exceed the Lease Period herein;
- iii. all such Contractual Arrangements shall be determined and terminated automatically and simultaneously on the expiry, determination or termination of this Agreement/the Lease Period, as the case may be;
 - iv. such Contractual Arrangements shall come into effect and operation only upon the Lessee achieving the Commercial Operations Date of the relevant Project Facility in accordance with the provisions of this Agreement unless otherwise authorized by the Grantor / Authority in writing;
 - v. the Lessee shall at its cost carry out or cause the operation and the execution and existence of Contractual Arrangements which shall, in no manner, relieve the Lessee of its liability or obligations as set out in this Agreement;
 - vi. the execution of Contractual Arrangements shall not relieve the Lessee of its liability or obligations as set out in this Agreement;
 - vii. each Contractual Arrangement shall include provisions to the effect that in case of a conflict, direct or indirect, between the provision of this Agreement on one hand and the Contractual Arrangement on the other hand, the provisions of Agreement, as the case may be, shall prevail and such Contractual Arrangement shall stand modified to that extent;
 - viii. the Lessee shall submit to the Grantor / Authority for its information and record either a notarized true copy of the agreements/documents or a copy duly certified by Statutory Auditor/ Authorized Representative relating to the Contractual Arrangements within 60 (Sixty) Days of the date of execution, modification or amendment thereof.
 - ix. the Lessee's failure to comply with this Section 6.1.2 shall be at its cost, risk and consequence and constitute a Lessee Event of Default that shall entitle the Grantor / Authority to terminate this Agreement in accordance with the provisions of Article 16 hereof.

Section 6.1.3 No Liability of Grantor / Authority for Contractual Arrangements

The Grantor / Authority shall not be liable in any manner whatsoever to any Person in respect of or in connection with execution of documents/agreements, matters, understandings and/or disputes relating to the Contractual Arrangements between the Lessee and such Person or otherwise or for the Lessee's contracts of the Lessee with any third parties in relation to the Project. The Lessee shall indemnify and keep indemnified the Grantor / Authority, its employees, agents, representatives and consultants from and against all costs, losses, damages, liabilities, proceedings, litigation, penalties etc. in this behalf.

Section 6.2 No Breach

- (a) The Lessee shall not be considered to be in breach of its obligations relating to the Project nor shall it incur or suffer any liability if and to the extent performance of any such obligations is affected by or on account of any of the following:
- (i) Force Majeure Events, subject to provisions of Article 12;
 - (ii) a material delay, impediment, default or prevention due to or caused by the Grantor / Authority;
 - (iii) Compliance with the instructions or directions of the Grantor / Authority/Independent

- Engineer/Consultant/ Expert/ any Government Authority other than instructions issued as a consequence of a breach or default by the Lessee of any of its obligations hereunder;
- (iv) Extensions granted under the provisions of this Agreement, or specific extensions granted by the Grantor / Authority or extensions made by the mutual agreement of the Parties (provided that the payments required to be made by the Lessee under this Agreement in respect of the grant of such extensions shall be paid);
 - (v) Measures taken to ensure the safe use of the Project Facilities except when the unsafe conditions have been occasioned by the Lessee’s failure to perform its obligations under this Agreement.

Notwithstanding the above, the Lessee and the Grantor / Authority may, mutually agree to extend the time period mentioned hereinabove for reasons that they may deem expedient in the interest of the Project.

ARTICLE 7 PROJECT MONITORING

Section 7.1 Nodal Officer or Independent Engineer

- (a) The Grantor / Authority shall nominate a Nodal Officer if required, who shall discharge the duties and functions substantially in accordance with the terms set forth in *Appendix 11* and elsewhere in this Agreement. The Nodal Officer/Independent Engineer shall pursue the Lessee for submission of periodic reports (at least once every quarter) in respect of its functions.
- (b) In case, NFDB hires the services of Independent Engineer/Consultant, the cost and expenses of the same shall be borne entirely by the Lessee.
- (c) For appointment of the Nodal officer or Independent Engineer, the following process shall be followed:
 - i. The Grantor / Authority shall provide a list of five firms to the Lessee from which the Lessee will suggest three firms.
 - ii. The Grantor / Authority shall select and appoint one firm, from amongst the three firms suggested by the Lessee, as the Independent Engineer.

Section 7.2 Reporting and Inspection

The Lessee shall, in addition to the reporting requirements set forth elsewhere in this Agreement, comply with the reporting requirements hereunder:

(a) Operation Period Reports

The Lessee shall provide to the Grantor / Authority Independent Engineer, if any, a quarterly operation and maintenance progress report during the Operation Period, which shall contain the following information:

- (i) Summary of Progress: Summary of operating results for that quarter and explanations of any major variation between actual and projected results with reference to the MPO;
- (ii) Maintenance Plan: Maintenance plan for the Project for the next quarter and a report on maintenance carried out during the previous quarter (including a commentary on any material deviation from expected maintenance activities as set out in the maintenance plan).

(b) Additional Information

The Lessee agrees to provide the Grantor / Authority/Nodal Officer such further information as any of them may reasonably request in order for them to monitor the progress and performance of the Project.

(c) Inspection

The Grantor / Authority/Nodal Officer / Independent Engineer/ Expert, the relevant Government Authorities, and their representatives shall at all reasonable times and upon reasonable notice, have access to the Project Site, the Project and the Works and all related documents, reports, records technology and workmanship, to review progress of the operation and management of Project and to ascertain compliance with any of the requirements of this Agreement, and to check the progress of the works or for performing statutory duties and the Lessee shall provide the necessary cooperation and assistance to them in this behalf

Provided that any failure on the part of the Grantor / Authority, the concerned Government Authorities to inspect any work, material, equipment and workmanship etc. shall not, in relation to such work etc. (i) amount to any consent or approval of the Grantor / Authority nor shall the same be deemed to be a waiver of any of the rights of the Grantor / Authority under this Agreement; and (ii) release or discharge the Lessee from its obligations or liabilities under this Agreement in respect of such work etc.

ARTICLE 8 FINANCIAL COVENANTS

Section 8.1 Financing for Project

- (a) The Lessee shall not have the right and authority to mortgage, encumber or create, permit or allow the subsistence of any Security Interest whatsoever on the Project Site (including infrastructure built by NFDB for Stage I Facilities), or any part thereof, in favor of the Lenders or any person in any form, manner, device or method.
- (b) the Lessee shall not assign its rights, interest or obligation or create a Security Interest with respect to its rights under the Agreement or any part thereof in favor of any Person.
- (c) The Agreement entered by the Lessee with the lenders will be sub-ordinate to the Lease Agreement entered by the Lessee with the Grantor / Authority.

Section 8.2 Marketing arrangement with the Authority

- a. The Lessee shall, in accordance with the provisions of the Lease Agreement, shall produce the Specified Categories of Species & Outputs and Supply 100% of the ‘Fry’ and ‘Fingerlings’ Output (excluding Marketable Size from Grow-Out Ponds) during the entire lease period. Production will be sold to NFDB as a first point of sale at market rates, that will be decided by the special price fixation committee of NFDB/ Prevailing list rates of the central institute of Brackishwater Aquaculture (CIBA)/ Rajiv Gandhi Centre for Aquaculture (RGCA) for the respective years upon refusal it will be sold to other stake holders.
- b. The ‘Capacities and Outputs’ to be achieved from Phase-1 of the ‘Integrated Coastal Aquaculture Facilities’ at Mulapolam are ‘Specified’ in detail in **Appendix-8**.
- c. ‘Targeted Output’ of each of the Planned Facility (Hatchery & Nursery Facilities) are clearly specified in terms of Species and Quantities.

Any shortfall in the supply annually below 100% of the Specified Quantities of ‘Fry’ and ‘Fingerlings’ in the lease period will be considered as shortfall in achieving the MPO. This will lead to further penalty to be decided by the scrutiny committee of NFDB.

Section 8.3 Payments to Grantor

In consideration for the grant of the Lease, the Preferred Bidder/ Lessee shall make the following payments to the Grantor / Authority in the manner and at the times mentioned hereunder:

Section 8.3.1 Annual Lease Amount

In consideration of the lease of the Site and the rights appurtenant thereto in favor of the Lessee, the Lessee shall, during the Lease Period, in terms of this Agreement, make payments to NFDB with respect to the Annual Lease Amount. The ‘Annual Lease Amount’ will be payable from the date of Execution of Lease Agreement (the “Lease Commencement Date”) as specified in the bid as highest amount as per the winning bid. for the first year. For subsequent years, it will automatically have escalation clause of 5% of the preceding year amount for any year in discussion after the first year of lease.

The Annual Lease Amount shall be paid in advance in quarterly installments, by the 5th day of every quarter during each Accounting Year of the Lease Period in accordance with Lease Amount Payment Schedule attached as Appendix 9.

An amount of Rs. _____ (**Rupees _____ only**) equivalent to the first Three (3) Months Lease Amount of the Lease Period, has been deposited by the Preferred Bidder/ Lessee, with the Grantor / Authority within 15 Days of issue of LoA and prior to the Execution Date, as an interest free security deposit.

The Lessee shall ensure that it maintains, at all times during the Lease Period, a deposit with the Grantor / Authority of an amount equal to three (3) Months advance Lease Amount calculated on the basis of applicable Annual Lease Amount for that particular year (“**Security Deposit**”).

These Security Deposits (Advance Lease Amount) shall be returned to the Lessee, without any interest thereon, within three (3) Months from the Transfer Date, after adjusting dues of the Lessee if any to the Grantor / Authority or towards any payment obligations pertaining to the Project, like power, water, maintenance etc.

In the event of delay up to 15 Days from the due date as 5th day of every quarter, in the payment of the Lease Amounts, the Lessee shall be liable to pay to the Grantor / Authority, interest on the due amount at the rate of 18% (Eighteen percent) per annum, for the period from the due date until the date of actual payment.

In the event, the payments are delayed beyond a period of 15 Days from the due date; it shall be construed as Lessee default in payment of Lease Amount. When such a default occurs, the Grantor / Authority shall issue a default notice to the Lessee requesting to remedy the situation within 15 days. If the situation is not remedied, at the end of 15th day a second notice shall be issued allowing further period of 15 days. In the event that the Lessee fails to remedy the situation, the Grantor / Authority may, at the end of 45th day (15+15+15 days), appropriate the amount due from the Security Deposit and may also issue, at its discretion, a termination notices under Article 16. Upon such appropriation, the Lessee shall reinstate the Security Deposit so that the amount of Security Deposit is equal to the six-month Lease Amount, as applicable, for the relevant year within a maximum period of 7 days, failing which the Grantor/ Authority reserves the right to terminate this Agreement in accordance with Article 16 hereof.

ARTICLE 9 PERFORMANCE SECURITY

Section 9.1 Performance Security

- (a) For securing the performance of the obligations of the Lessee / Preferred Bidder under the RFP, the LoA, under Section 3.4 of this Agreement and during the Construction Period, the Preferred Bidder for and on behalf of the Lessee, has along with the execution of this Agreement, delivered to the Grantor / Authority an un-conditional and irrevocable bank guarantee in favor of the Grantor / Authority, from a nationalized bank operable in Hyderabad, for **Rs.50,00,000/- (Rupees Fifty Lakhs Only) towards O&M of Phase 1**, valid for initial 5 Years. Performance Guarantee submitted towards operation will be released to the Lessee upon Completion of lease Period of Phase 1. The BG is payable and enforceable in Hyderabad, Telangana. (The “**Performance Security**”), the receipt & veracity of which, is hereby acknowledged by the Grantor / Authority.
- (b) The Preferred Bidder / Lessee shall keep the Phase I Performance Security valid and in full force and effect at all times during the Operation period as per the provisions of the agreement.

Section 9.2 Release of Performance Security

Subject to the provisions here of, NFDB shall promptly return the Performance Security to the Lessee after 6 months of lock in period from the time of complete handing over of the site back to the Authority, upon request made by the Lessee for release of the Performance Security along with the particulars which establish the Project Completion being achieved or upon completion of Operations Period, as the case may be, and provided that there are no outstanding claims of the NFDB on the Preferred Bidder/Lessee and the Lessee is not in breach of this Agreement

ARTICLE 10 THE OWNERSHIP AND CERTAIN RIGHTS

Section 10.1 Ownership of Assets

(a) Land Area

The ownership of the Project Site shall always remain vested with the Grantor / Authority. The rights of the Lessee in the Project Site shall only be that of a Lessee as provided in this Agreement. It is clarified for the avoidance of doubt that title to the land shall vest exclusively with the Grantor / Authority and the Lessee shall only have the right to develop and use the same in accordance with the provisions of this Agreement.

ARTICLE 11 LIABILITY AND INDEMNIFICATION

Section 11.1 Liability of Lessee

Notwithstanding anything to the contrary contained in this Agreement,

- (a) in addition to the Lessee’s liability and obligations, indemnities and the Grantor / Authority’s remedies provided elsewhere in this Agreement, the Lessee shall be solely responsible for any loss of or damage to the Project and the Project Assets, damage to environment, death or injury to Person, and any other liabilities, damages, losses and reasonable cost and expenses (including legal costs) suffered by the Grantor / Authority:
 - (i) during the Lease Period resulting from any negligent act or omission of the Lessee, the Contractors, the Contractual Counter Parties or any other Person and their respective employees, agents, contractors and representatives.
 - (ii) in connection with, arising out of, or resulting from any breach of warranty, material misrepresentation by the Lessee, Contractor or Contractual Counter Parties, or non-performance of any term, condition, covenant or obligation to be performed by the Lessee, Contractor or Contractual Counter Parties under this Agreement and the Transaction Documents.
- (b) The Lessee shall also be liable for any loss or damage which occurs as a result of any act, event, omission, negligence or default (including property circumstances, quality of materials used, workmanship, structural, design or other defects, latent or patent, non-compliance with development control regulations of the relevant local authorities from time to time, building bye laws as may be applicable, other Applicable Laws, regulatory requirements of Government Authorities, Specifications and Standards or any other matter) for which the Lessee is liable or which is attributable to the Lessee and, in turn, the Persons claiming through or under the Lessee .

Section 11.2 Indemnification

- (a) Without prejudice to and in addition to the indemnification provisions elsewhere in this Agreement, the Lessee agrees to indemnify and hold harmless the Grantor / Authority and its officers, employees, agents, trustees and consultants (each a **“Grantor / Authority Indemnified Party”**) promptly upon demand at any time and from time to time, from and against any and all losses, claims, demands, damages, liabilities, costs, penalties, litigation, proceedings (including reasonable attorneys' fees and disbursements) and expenses of any nature whatsoever (collectively, **“Losses”**) to which the Grantor / Authority Indemnified Party may become subject, insofar as such Losses arise out of, in any way relate to, or result from (i) any mis-statement or any breach of any representation or warranty made by Lessee or (ii) the failure by Lessee to fulfill any agreement, covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Lessee Person claiming through or under the Lessee or (iii) any claim or proceeding by any Third Party against the Grantor / Authority

arising out of any act, deed or thing done or omitted to be done by Lessee or (iv) as a result of failure on the part of the Lessee to perform any of its obligations under this Agreement or on the Lessee committing breach of any of the terms and conditions of this Agreement or (v) on the failure of the Lessee to perform any of its statutory duties and/or obligations or as a consequence of any notice, action, suit or proceedings, given, initiated, filed or commenced by any user of the Project or the Lessee’s Contractors or employees or any Third Party or Government Authority or (vi) as a result of any failure or negligence or default of the Lessee or its Contractor(s), sub-contractor(s), or employees, servants, agents of such Contractor(s) and/or sub-contractor(s) and/or invitees as the case may be, in connection with or arising out of this Agreement and/or arising out of or, in connection with the Lessee’s use and occupation of Project Site and/or construction, operation and management of the Project.

For the avoidance of doubt, indemnification of Losses pursuant to this Article 13 shall be made in an amount or amounts sufficient to restore each Grantor / Authority Indemnified Party to the financial position it would have been in had the Losses not occurred.

- (b) Without limiting the generality of sub-section (a) of this Section 11.2,
- (i) the Lessee shall fully indemnify and defend the Grantor / Authority Indemnified Party from and against any and all Losses arising out of or with respect to (1) failure of the Lessee and the Persons claiming through or under the Lessee to comply with Applicable Laws and Applicable Permits, (2) payments of Taxes relating to the Lessee and the Persons claiming through or under the Lessee, including contractors, suppliers and representatives, including the income or other taxes required to be paid by the Lessee such Persons without reimbursement hereunder, or (3) non-payment of amounts due as a result of materials or services rendered/ provided to the Lessee or any Person claiming through or under the Lessee, which are payable by the Lessee or such Person.
 - (ii) the Lessee shall fully indemnify, and defend the Grantor / Authority Indemnified Party harmless from and against any and all Losses which the Grantor / Authority Indemnified Party may hereafter suffer or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Lessee or by the Persons claiming through or under the Lessee in performing the Lessee’s obligations or in any way incorporated in or related to the Project. If in any such suit, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Lessee shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order.
 - (iii) the Lessee shall further indemnify, defend and hold harmless the Grantor / Authority Indemnified Party from any and all Third Party claims for loss of or physical damage to property or for death or injury and against all Losses for personal injury and for damage to or loss of any property arising out of or in any way connected with the Lessee’s performance of this Agreement or arising out of any act or omission of the Lessee, and in turn of the Persons claiming through or under the Lessee.
- (c) Any payment made under this Agreement pursuant to an indemnity or claim for breach of any provision of this Agreement shall be net of applicable Taxes.

Section 11.3 Indirect or Consequential Losses

Notwithstanding anything to the contrary contained in this Agreement, in no event shall any Party, its officers, employees or agents be liable to the other Party for any matter arising out of or in connection with this Agreement in respect of any indirect or consequential loss, including loss of profit, suffered by such other Party.

Section 11.4 Business Risks

Except as expressly provided in this Agreement, the Lessee shall carry out and perform its rights and obligations under this Agreement and the other Transaction Documents at its owncost and risk. The Lessee shall be fully responsible for and shall bear the financial, commercial and business risks in relation to the Project and all its rights and obligations under or pursuant to this Agreement and the other Transaction Documents.

Section 11.5 Survival

The provisions of Article 13 shall survive the expiry or prior termination of this Agreement/the Lease.

ARTICLE 12 FORCE MAJEURE

Section 12.1 Force Majeure Event

12.1.1 Force Majeure Event

Force Majeure Event shall mean any event or circumstance or a combination of events and circumstances (occurring in India) set out hereunder or the consequence(s) thereof which affect or prevent the Party (Grantor / Authority or Lessee) claiming Force Majeure (“**Affected Party**”) from performing its obligations in whole or in part under this Agreement and which event or circumstance is (a) is beyond the reasonable control of the Affected Party, (b) such party could not have prevented or reasonably overcome with the exercise of due diligence, reasonable efforts, skill and care, (c) does not result from the negligence of such party or the failure of such party to perform its obligations hereunder, (d) is of an incapacitating nature and prevents or causes a delay or impediment in performance that has Material Adverse Effect and (e) is all or any of the following circumstances:

- (a) Acts of God or natural disasters beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane, flood, landslide, drought, lightning, earthquakes, volcanic eruption, fire or exceptionally adverse weather conditions affecting the implementation of the Project.
- (b) Radioactive contamination, ionizing radiation.
- (c) Epidemic, famine.
- (d) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, nuclear blast / explosion, sabotage or civil commotion.
- (e) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Lessee in any proceedings (which are non-collusive and duly prosecuted by the Lessee) for reasons other than failure of the Lessee or of any Person claiming through or under it to comply with any Applicable Law or terms of Applicable Permits or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by Grantor / Authority.

Section 12.1.2 Exceptions to Force Majeure For the Grantor / Authority

The Grantor / Authority will not have the right to consider any of the following circumstances to be an event of Force Majeure that would suspend the performance or excuse the non-performance of its obligations under this Agreement

- (i) the expropriation, confiscation or nationalization of the Project/Project Facilities/Project Assets by the Grantor / Authority;
- (ii) any delay or difficulty in handing over vacant possession of the Site.

For the Lessee

The Lessee and/or persons claiming through or under it will not have the right to consider any of the following circumstances to be an event of Force Majeure that would suspend the performance or excuse the nonperformance of its obligations under this Agreement:

- (i) late delivery of any equipment or materials where such delivery is not attributable to Force Majeure events mentioned in section 12.1.1;
- (ii) breakdown or ordinary wear and tear of materials, equipment machinery or parts relating to the Project Facilities;
- (iii) delays in performance by the contractors or sub-contractors or employees, agents and representatives of the Lessee
- (iv) economic hardship including insufficiency of funds; or
- (v) general economic slowdown.
- (vi) Delay in shifting/restoration of utilities/public infrastructure in the project site as per the DPR.
- (vii) Delay in completion of construction period

Section 12.2 Notice of Force Majeure Event

- (a) The Affected Party shall give notice to the other Party in writing of the occurrence of any of the Force Majeure Event (“the Notice”) as soon as the same arises or as soon as reasonably practicable and in any event within 7 (Seven) Days after the Affected Party knew, or ought reasonably to have known, of its occurrence and the adverse effect it has or is likely to have on the performance of its obligations under this Agreement.
- (b) The Notice shall inter-alia include full particulars of:
 - (i) the nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof;
 - (ii) the duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the Affected Party’s ability to perform its obligations or any of them under this Agreement;
 - (iii) the measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure Event or to mitigate the damages; and
 - (iv) any other relevant information.
- (c) So long as the Affected Party continues to claim to be affected by a Force Majeure Event, it shall provide the other Party with periodic (fortnightly/monthly) written reports containing the information called for under Section 12.2 (b) and such other information as the other Party may reasonably request.

Section 12.3 Period of Force Majeure

Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the Affected Party in respect of the Force Majeure Event until the earlier of:

- (a) expiry of the period during which the Affected Party is excused from performance of its obligations in accordance with Article 12.4; or
- (b) termination of this Agreement pursuant to Article 12.7 hereof

Section 12.4 Performance Excused

The Affected Party, to the extent rendered unable to perform its obligations or part thereof under this Agreement as a consequence of the Force Majeure Event shall be excused from performance of the obligations. Provided further, nothing contained herein shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.

Section 12.5 Resumption of Performance

During the Period of Force Majeure, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption shall notify the other Party of the same in writing. The other Party shall extend all reasonable assistance to the Affected Party in this regard.

Section 12.6 Costs, Revised Timetable

(a) Costs

Each Party shall bear its costs, if any, incurred as a consequence of the Force Majeure Event.

(b) Extension of Time/ Period

The Affected Party shall be granted by the other Party, extension of time specified in this Agreement for the performance of any obligation by such period not exceeding the period during which the relative performance was affected by the Force Majeure Event. Such extension may include extension of the Lease Period by the Grantor / Authority in appropriate cases.

Section 12.7 Termination Due to Force Majeure Event

If the Period of Force Majeure continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 180 days, the Parties may mutually decide to continue this Agreement or terminate this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 180 days, be entitled to terminate the Agreement in which event, the provisions of Article 14 shall, to the extent expressly made applicable, apply.

Section 12.8 Liability for other losses, damages etc.

Save and except as expressly provided in this Agreement, neither party hereto shall be liable in any manner whatsoever to other party in respect of any loss, damage, cost, expense, claims, demand and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant to this agreement

ARTICLE 13 EVENTS OF DEFAULT

Section 13.1 Events of Default

Event of Default means the Lessee Event of Default or the Grantor / Authority Event of Default or both as the context may admit or require.

(a) Lessee Event of Default

The Lessee Event of Default means any of the following events unless such an event has occurred as a consequence of the Grantor / Authority's Event of Default or a Force Majeure Event:

- (i) the Lessee and/or Preferred Bidder commits a Material Breach of this Agreement.
- (ii) the Lessee's failure to perform or discharge any of its obligations under any other Transaction Documents, which has or is likely to have a Material Adverse Effect.
- (iii) any representation made or warranties given by the Lessee/Preferred Bidder under this Agreement are found to be false or misleading.
- (iv) the Lessee passing a resolution for voluntary winding up.
- (v) appointment of a provisional liquidator, administrator, trustee or receiver of the whole or substantially whole of the undertaking of the Lessee by a court of competent jurisdiction in proceedings for winding up or any other legal proceedings.
- (vi) levy of an execution or distraint on the Lessee assets which has or is likely to have Material Adverse Effect and such execution or distraint remaining in force for a period exceeding 30 Days or any authority, regulatory body, court, tribunal or judicial authority passing or issuing any order or direction against the Lessee which would have an or likely to have an Material Adverse Effect on the project or the ability of the Lessee to comply with or discharge the obligations and responsibilities under this Agreement. .
- (vii) amalgamation of the Lessee with any other company or transfer of the whole or part of the Lessee's undertaking (other than transfer of assets in the ordinary course of business) without the Grantor / Authority's prior written approval,
- (viii) the Lessee engaging or knowingly allowing any of its employees, agents, Contractor or representative to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.
- (ix) the Lessee repudiates this Agreement or otherwise takes any action or evinces or conveys an intention not to be bound by this Agreement.
- (x) the Lessee has not rectified the default in payment.
- (xii) the Lessee is adjudged bankrupt or insolvent

- (xiii) the whole of Project or any part of Project remains closed for an aggregate period of Sixty (60) Days (except for reasons on account of Force Majeure or Grantor / Authority’s Event Of Default).
- (xiv) the Lessee is in breach or noncompliance of any terms and conditions of the Lease Agreement executed between the Grantor / Authority and Lessee in pursuance of the provisions of this Agreement
- (xv) the Lessee committing any breach or noncompliance of any of the terms and conditions of the Financing Documents executed between the Lessee and if all or any of the Lender(s) have recalled their outstanding dues and in pursuance thereto have initiated the exercise of their right to enforce the Security Interest created in their favor under the financing documents, as permitted by this agreement, on the Project Assets and / or the rights and interest under this agreement.
- (xvi) change in the shareholding pattern of the Lessee has occurred in breach of the provisions hereof.
- (xvii) failure of the Lessee to renew/replenish and maintain the Performance Security, in accordance with the provisions of Section 9 hereof.
- (xviii) the Lessee creates any Encumbrance in breach of this Agreement.
- (xix) such events as have been specified as Lessee Events of Default under the provisions of this Agreement

(b) Grantor / Authority Event of Default

The Grantor / Authority Event of Default means any of the following events unless such an event has occurred as a consequence of a Lessee Event of Default or a Force Majeure Event (the “**Grantor / Authority Event of Default**”):

- (i) The Grantor / Authority’s repudiation or failure to perform or discharge any of its obligations in accordance with the provisions of this Agreement that has a Material Adverse Effect unless such failure has occurred as a consequence of a Lessee Event of Default or a Force Majeure Event;
- (ii) any representation made or warranties given by the Grantor / Authority under this Agreement is found to be false or misleading; any defect in the Grantor / Authority’s title, ownership and possession of the site.

Section 13.2 Parties Rights

- (a) Upon the occurrence of the Lessee Event of Default, the Grantor / Authority shall, subject to the provisions of this Article 13, without prejudice to any other rights and remedies available to it under this Agreement be entitled to terminate this Agreement.

- (b) Upon the occurrence of the Grantor / Authority Event of Default, the Lessee shall, subject to the provisions of this Article 13, without prejudice to any other rights and remedies available to it under this Agreement be entitled to terminate this Agreement:

Provided that before proceeding to terminate this Agreement, the Party entitled to do so shall

- (i) in terms of Clause 13.3 issue a Consultation Notice and follow the Remedial Process in Clause 13.4, (ii) give due consideration and shall have due regard to the nature of the underlying Event of Default, its implication on the performance of the respective obligations of Parties under this Agreement and the circumstances in which the same has occurred.

Section 13.3 Consultation Notice

Either Party exercising its right under Section 11.2, shall issue to the other Party a notice in writing specifying in reasonable detail the underlying Event of Default(s) and proposing consultation amongst the Parties and the Lenders to consider possible measures of curing or otherwise dealing with the underlying Event of Default (the “**Consultation Notice**”).

Section 13.4 Remedial Process

Following the issue of Consultation Notice by either Party, within a period not exceeding 90 Days or such extended period as they may agree (the “**Remedial Period**”) the Parties shall, endeavour to arrive at an agreement as to the manner of rectifying or remedying the underlying Event of Default. Without prejudice to this, if the underlying event is a Lessee Event of Default, with the prior approval of the Grantor / Authority and in consultation with the Lenders, the Lessee shall endeavour to arrive at an agreement as to one or more of the following measures and/or such other measures as may be considered appropriate by them in the attendant circumstances;

- (a) the change of management or control/ownership of the Lessee;
- (b) the replacement of the Lessee by a new Lessee (“**Substitute Entity**”) on terms no less favourable than those contained in this Agreement, proposed by either of them or the Lenders and the specific terms and conditions of such replacement which shall include:
 - (i) the criteria for selection of the Substitute Entity,
 - (ii) the transfer of rights and obligations of the Lessee surviving under this Agreement to the Substitute Entity,
 - (iii) handing over/ transfer of the Project Assets and the Project to the Substitute Entity,
 - (iv) assumption by the Substitute Entity of the outstanding obligations of the Lessee under the Financing Documents and preserving Lenders’ charge on the Lessee’s assets,
 - (v) assumption by Substitute Entity of any amounts due to the Grantor / Authority from the Lessee under this Agreement.

Section 13.5 Obligations during Remedial Period

During the Remedial Period, the Parties shall continue to perform their respective obligations under this Agreement which can be performed, failing which the Party in breach shall compensate the other Party for any loss or damage caused or suffered on account of the underlying failure/breach.

Section 13.6 Revocation of Consultation Notice

If during the Remedial Period, the underlying Event of Default is cured or waived or the Parties agree upon any of the measures set out in Section 13.4, the Consultation Notice shall be withdrawn by the Party who has issued the same.

Section 13.7 Termination Due to Events of Default

If before the expiry of the Remedial Period, the underlying Event of Default is neither cured nor waived nor the Parties and the Lenders have agreed upon any of the measures in accordance with Section 11.4, the Party who has issued the Consultation Notice shall have the right to terminate this Agreement, in which event, the provisions of Article 14 shall, to the extent expressly made applicable, apply.

ARTICLE 14 TERMINATION AND EXPIRY OF AGREEMENT/LEASE

Section 14.1 Termination Procedure

The Party entitled to terminate this Agreement either on account of a Force Majeure Event or on account of an Event of Default shall do so by issue of a notice in writing (“**Termination Notice**”) to the other Party and simultaneously deliver a copy thereof to the Lenders. The Termination Notice Period shall not be more than 60 (Sixty) days, (“**Termination Period**”) and at the expiry of the Termination Period, this Agreement shall stand terminated.

Section 14.2 Obligations During Termination Period

During Termination Period, the Parties shall be subject to the provisions of Article 13 wherever applicable, continue to perform such of their respective obligations under this Agreement which are capable of being performed with the object, as far as possible, of ensuring continued availability of the Project to the users, failing which the Party in breach shall compensate the other Party for any loss or damage occasioned or suffered on account of the underlying failure/breach.

Section 14.3 Condition Survey

- (a) The Lessee agrees that Six (6) Months prior to the expiry of the Lease Period by efflux of time or on the service of a Termination Notice, as the case may be, it shall conduct or cause to be conducted by the mutually accepted third party Expert under the Grantor / Authority’s supervision, a condition survey of the Project and the Project Assets to ascertain the condition thereof, verifying compliance with the Lessee’s obligations under this Agreement and to prepare an inventory of the assets comprised in the Project
- (b) If, as a result of the condition survey, the Grantor / Authority shall observe/notice that the Project Assets and/or the Project or any part thereof have/has not been operated and maintained in accordance with the requirements therefore under this Agreement (normal wear and tear excepted) the Lessee shall, at its cost and expenses, take all necessary steps to put the same in good working conditions in light of the life of the relevant Project Facility well before the Transfer Date.
- (c) In the event the Lessee fails to comply with the provisions of sub clause (a) and (b) above, the Grantor / Authority may itself cause the condition survey and inventory of Project Assets and the Project to be conducted. The Grantor / Authority shall be compensated by the Lessee for any costs incurred in conducting such survey and preparation of inventory as also in putting the Project and the Project Assets in good working condition.

Section 14.4 Consequences of Termination

Without prejudice to any other consequences or requirements under this Agreement or under any law, the following consequences shall follow upon expiry of the Lease Period by efflux of time or due to a Force Majeure Event or an Event of Default.

(a) Transfer of Assets

- (i) On the Transfer Date, the Lessee shall subject to the provisions of this Agreement:
- (A) transfer, assign and deliver to the Grantor / Authority or its nominated agency, free and clear of any Encumbrances, the possession of the Project Facilities, Project Assets and the Site along with the buildings, facilities and structures constructed on, over, at or under it and its right, and interest in and to the Project Assets.
 - (B) transfer all its rights and interest in or over the tangible assets comprised in the Project (including movable assets which the Grantor / Authority agrees to take over) to the Grantor / Authority or its nominated agency and execute such deeds and documents as may be necessary for the purpose and complete all legal or other formalities required in this regard.
 - (C) hand over to the Grantor / Authority or its nominated agency all documents including as building drawings, manuals, designs, documents, information and records relating to the Project and the Project Assets.
 - (D) to the extent possible assign to the Grantor / Authority or its nominated agency at the time of transfer all unexpired guarantees and warranties by Subcontractors and suppliers and all insurance policies.
 - (E) at its cost remove from the Site all such moveable assets which are not taken over by or transferred/assigned to the Grantor / Authority or its nominated agency. In the event the Lessee fails to remove such objects within the stipulated time, the Grantor / Authority or its nominated agency may remove and transport or cause removal, transportation and storage of such objects, after giving the Lessee notice of its intention to do so to a suitable location for safe storage. The Lessee shall be liable to bear the reasonable cost and the risk of such removal, transportation and storage.
 - (F) The transfer of immovable property comprising the Project and the Project Assets shall be deemed to be a termination of all leasehold arrangements or licenses in relation to the Site and all such immovable property shall automatically revert to the Grantor / Authority or its nominated agency. The movable property comprising the Project and the Project Assets shall be deemed to be transferred by delivery and possession.
 - (G) The NFDB and the Lessee shall at least 6 (six) Months prior to the expiry of the Lease Period or upon commencement of Termination Period, as the case may be, promptly agree upon the modalities and take all necessary steps to complete the aforesaid process of transfer of assets on the Transfer Date. During this period, the designated key personnel of the NFDB shall be associated with the operations of the Project in order to facilitate smooth take over of the same by NFDB on the Transfer Date.

- (iv) It is clarified that only the assets of the Lessee shall be taken over and not the liabilities, including without limitation liabilities relating to labour and personnel related obligations of the Lessee and the Persons claiming through or under the Lessee shall be taken over by the NFDB. All such labour and employees shall be the responsibility of the Lessee /such Persons even after the expiry of the Lease Period and they shall have no claim to any type of employment or compensation from NFDB.
- (v) On the Transfer Date the Project and the Project Assets shall be in fair condition, subject to normal wear and tear, having regard for the nature of the asset, the construction and life of the facilities, constructions, structures etc.
- (vi) All contracts, agreements, arrangements etc., entered into by the Lessee with its suppliers, service providers, O&M contracts including sub-contract of any Project Facilities in the Project Site, shall also be liable to be terminated forthwith along with the termination of this agreement at the sole option and discretion of the Grantor / Authority and if so required by the Grantor / Authority all monies due and receivable under such agreement shall be recovered and deposited in the relevant Bank Account pending final settlement with the Lessee .
- (vii) If on the Transfer Date, any Person is found to be occupying the Site or any part thereof, other than in respect of the Project Facilities that has been sub-contracted and the sub-contracts/licenses pursuant thereto, the duration of which have been extended by the NFDB upon such expiration/prior termination of this Agreement, as provided herein, it shall be lawful for the NFDB to secure summary eviction of such Person in accordance with the Applicable Laws.

(b) Project Contracts

Lessee acknowledges, that all sums claimed by such Contractors as being due and owing for works and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Lessee and such Contractors, and the Grantor / Authority shall not in any manner be liable for such sums. It is further agreed that in the event the Grantor / Authority elects to cure any outstanding defaults under such Project Contracts, the amount expended by the Grantor / Authority for this purpose shall be deducted from the Termination Payment.

(c) Applicable Permits

The Lessee shall, at its cost, transfer to the Grantor / Authority all such Applicable Permits which the Grantor / Authority may require and which can be legally transferred. Provided if the termination is on account of Grantor / Authority Event of Default the cost of such transfer shall be borne/ reimbursed by the Grantor / Authority.

(d) Guarantees

The Grantor / Authority shall be entitled to encash any subsisting bank guarantee(s) provided by the Lessee, if the termination is on account of Lessee Event of Default.

(e) Transfer of Risk

Until the Transfer Date, all risks shall lie with the Lessee for loss of or damage to the whole or any part of the Project and the Project Assets unless the loss or damage is due to an act or omission of the Grantor / Authority in contravention of its obligations under this Agreement. On and from the Transfer Date all risks in relation to the Project and the Project Assets shall be deemed to lie with the Grantor / Authority.

Section 14.5 Vesting Certificate

- (a) On the Transfer Date, the Grantor / Authority/Expert shall verify, in the presence of the Lessee or of a representative of the Lessee's, compliance by the Lessee with the requirements of Section 14.4 above. In the event the Grantor / Authority/Expert notifies the Lessee of shortcomings, if any, in the Lessee's compliance with such requirements, the Lessee shall forthwith cure the same.
- (b) The divestment of all rights and interest in the Project and Project Assets shall be deemed to be complete on the Transfer Date but no later than 30 (Thirty) Days thereafter, by when all the requirements of Section 14.4 above shall be fulfilled. The Expert shall on such date issue a certificate substantially in the form set forth in *Appendix-11* (the “**Vesting Certificate**”), with a copy thereof endorsed to the Grantor / Authority, which shall have the effect of constituting evidence of divestment by the Lessee of all of its rights and interest in the Project and the vesting thereof in the Grantor / Authority or its nominee, as the case may be, pursuant hereto.

Section 14.6 Compensation on Termination

Section 14.6.1 Termination Due to Force Majeure Event or an Event of Default

- (a) In the event of termination of this Agreement/Lease due to Force Majeure Event or an Event of Default, the Grantor / Authority shall, upon transfer of the Project, Project Assets and the Site by the Lessee to the Grantor / Authority or its nominated agency in accordance with the provisions hereof, pay to the Lessee the following termination payments:
 - (i) No termination payments shall be payable to the Lessee in the event of termination of this Agreement due to a Lessee Event of Default or a Force Majeure Event.
 - (ii) Upon termination of this Agreement due to: (1) Lessee Event of Default, Grantor / Authority shall retain the Project Development Fee, Advance Lease amount, and forfeit the Performance Security, as case may be, as damages; (2) a Force Majeure Event, the Grantor / Authority shall retain the Project Development Fee, but return/refund the Security Deposit and the Bank Guarantee in lieu of Performance Security to the Lessee/Preferred Bidder; provided there are no outstanding claims of the Grantor / Authority on the Preferred Bidder/Lessee.
 - (iii) Upon termination of this Agreement due to (i) Grantor / Authority Event of Default, the Grantor / Authority shall return the Performance Security and refund the Security

Deposit to the Preferred Bidder/Lessee; provided there are no outstanding claims of the Grantor / Authority on the Preferred Bidder/Lessee.

- (b) Nothing herein shall prejudice the right of the Grantor / Authority to recover from the Lessee any amounts due and payable to it by the Lessee hereunder.
- (c) Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of this Agreement shall be without prejudice to accrued rights of a Party, including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. All rights and obligations of a Party under this Agreement, including without limitation termination payment, shall survive the termination of this Agreement to the extent such survival is necessary for giving effect to such rights and obligations.

ARTICLE 15 DISPUTE RESOLUTION

Section 15.1 Amicable Settlement

If any dispute or difference or claims of any kind arises between the Grantor / Authority and the Lessee in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or arising out of this Agreement, or the rights, duties or liabilities of any Party under this Agreement, whether before or after the Termination of this Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference by discussion between them, period to resolve such dispute should be within 30 days.

Section 15.2 Arbitration

In line with Section 13.1, the Parties shall make endeavors to settle any dispute, claim, controversy or breach arising out of or relating to the present Agreement, through mutual consultation within 30 days from the date when one party notifies the other about such dispute, claim, controversy, etc.

Any dispute, claim, controversy or breach arising out of or relating to the present Agreement which could not be resolved by mutual consultation, shall be adjudicated by arbitration in India, before a Sole Arbitrator appointed by both parties with mutual consent. The Arbitration shall be conducted in accordance with the Arbitration and Reconciliation Act, 1996 or any amendment thereof. The seat of such arbitration shall be at Hyderabad. All proceedings of such arbitration shall be in English language. The award shall be final and binding on the parties to the dispute. Subject to above clause, the courts at Hyderabad shall have exclusive jurisdiction over any disputes arising out of or in relation to the Agreement. The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the arbitrators.

ARTICLE 16 MISCELLANEOUS PROVISIONS

Section 16.1 Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and, subject to the provisions of Article 15, the courts at Hyderabad & Secunderabad shall have jurisdiction over all matters arising out of or relating to this Agreement.

Section 16.2 Waiver & Remedies

- (a) The waiver by either Party, including conditional or partial waiver, of any default by the other Party in the observance and performance of any provision of or obligations of under this Agreement:
 - (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
 - (ii) shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
 - (iii) shall not affect the validity or enforceability of this Agreement in any manner.
- (b) No failure on the part of any Party to exercise, and no delay in exercising, any right, power, obligation or privilege hereunder or time or indulgence granted by a Party to the other Party shall operate or be treated or deemed as a waiver thereof or a consent thereto or the acceptance of any variation or relinquishment of any such right hereunder; nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by the Applicable Laws.
- (c) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

Section 16.3 Survival

The Termination/expiry of this Agreement

- (a) shall not relieve either Party of any obligations hereunder which expressly or by implication survive Termination/Expiry hereof, and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability

of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination/Expiry or arising out of such Termination/Expiry.

Section 16.4 Entire Agreements and Amendments

- (a) This Agreement constitutes the complete, exclusive and entire statement of the terms of the agreement between the Parties on the subject hereof and supersedes all previous agreements or arrangements between the Parties, including any memoranda of understanding entered into in respect of the contents hereof.
- (b) No amendment or modification or waiver of any provision of this Agreement, nor consent to any departure by any of the Parties there from, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

Section 16.5 Mode of Delivery of Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail, transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to Grantor / Authority:

The Chief Executive

National Fisheries Development Board

Pillar No: 235, PVNR Expressway SVPNPA

Post, Hyderabad – 500 052 Telangana

State, India.

Phones: +91-040-24000201; 24000177; E-mail: info.nfdb@nic.in

If to Lessee:

Phone: -----;

Email: -----

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or

facsimile, when transmitted properly addressed to such telex number or facsimile number.

In case any Party changes its address, communication numbers, or directed attention as set forth above, it shall notify the other Party in writing prior to the adoption thereof.

Section 16.6 Severability

- (a) If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not prejudice or affect the remaining provisions of this Agreement which shall continue in full force and effect.
- (b) The Parties will negotiate in good faith with a view to agreeing upon one or more provisions, which may be substituted, as nearly as is practicable, to such invalid, illegal and unenforceable provision. Provided failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure under this Agreement or otherwise.

Section 16.7 No Partnership

Nothing contained in this Agreement shall be construed to create an association, trust, partnership, agency or joint venture among the Parties and Parties shall be liable to perform their respective duties and discharge their respective liabilities or obligations in accordance with the Provisions of this Agreement.

Section 16.8 Language

The language of this Agreement is English. All notices, correspondence, Project Contracts, documentation, test reports, certificates, specifications and standards and information in respect of this Agreement, under or in connection with this Agreement shall be in the English language. All other written and printed matter, communications, documentation, proceedings and notices etc. pursuant or relevant to this Agreement shall be in the English language.

Section 16.9 Exclusion of Implied Warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

Section 16.10 Counterparts

This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document.

Section 16.11 Further Assurances

At all times after the date hereof the Parties shall execute all such documents and do such acts, deeds and things as may reasonably be required for the purpose of giving full effect to this Agreement.

Section 16.12 Regulatory Framework for Infrastructure Projects

Without prejudice to the rights and obligations of the Parties under this Agreement, if a regulatory framework for the grant, implementation and supervision of Lease related to infrastructure projects is introduced by GoI / GoAP/GoTS, the Parties shall consult in good faith and to agree to such amendments to this Agreement, as may be reasonably necessary to take account of such regulatory framework but so that the rights of the Lessee hereunder are not adversely affected or additional material liabilities imposed.

Section 16.13 Rights of Parties during road widening

The Grantor / Authority shall be entitled to receive the monetary compensation, if any paid by the authorities during Road Widening programmes. The Lessee shall enjoy the benefit accrued if any in the form of additional built up space. The cost of restoration of the structures shall be borne by the Lessee.

Section 16.14 Remedies Cumulative

The exercise of right by either Party to terminate this Agreement, as provided herein, shall not preclude, such Party from availing any other rights or remedies that may be available to it under law. All remedies available to the Parties shall be cumulative and the exercise or failure thereof of one or more remedies by any Party shall not limit or preclude the exercise of or constitute a waiver of any other remedies by such Party.

Section 16.15 Intellectual Property Rights and Confidentiality

(a) Intellectual Property Rights

- (i) The Lessee accepts and agrees that the Grantor / Authority shall be the absolute and exclusive owner and proprietor of all the details, plans, specifications, schedules, programs, budget, reports, calculations and other work if any relating to the Project hereafter referred to as "**Proprietary Material**", which have been or are hereafter written, originated or made by any of the Lessee or the Persons claiming through or under it or any of their respective employees, contractors, consultants or agents in connection with this Agreement or the design, construction, insurance and financing of the Project. All Proprietary Material shall be clearly marked as such in capital letters and in bold face print. The Lessee shall not either directly or indirectly use the trademarks of NFDB.
- (ii) The Grantor / Authority shall own all the intellectual property rights in or relating to the Proprietary Material and all rights, privileges, entitlements, interests, property and benefits and associated rights whatsoever therein for the full period in accordance with the Applicable Laws and with all the reservations and extensions thereof and together with the exclusive right of the Grantor / Authority to use such information and intellectual property/authorize the use thereof by Third Parties in India and abroad in any form, including without limitation the right to reproduce,

translate, edit, modify, distribute, sell or assign such rights, with or without consideration.

(iii) The Grantor / Authority shall have the exclusive right to apply for/procure registration of the intellectual property rights at its cost with relevant competent authorities in India and abroad.

(iv) The Lessee and the Grantor / Authority hereby grant to each other an irrevocable, royalty-free, non-exclusive Lease to use all proprietary material owned by any of them or any of their respective employees, contractors, consultants or agents in connection with this Agreement. Such Lease shall carry the right to use such material for all purposes connected with the Project; however, it shall not be transferable to any Person other than to the permitted assignee under this Agreement. Such Lease shall discontinue on the termination or expiry of this Agreement or the discharge by any Party of its duties hereunder.

(b) Confidentiality

No Party shall, without the prior written consent of the other Party, at any time divulge or disclose or suffer or permit its servants or agents to divulge or disclose to any Person or use for any purpose unconnected with the Project any information which is by its nature or is marked as Proprietary Material or “confidential”, concerning the other (including any information

concerning the contents of this Agreement) except to its officers, directors, employers, agents, representatives and professional advisors or as may be required by any law, rule, regulation or any judicial process; provided, however, that a Party, with the written consent of the other Party, may issue press releases containing non-sensitive information in relation to the progress of the Project. This provision shall not apply to information:

- (i) already in the public domain, otherwise than by breach of this Agreement;
- (ii) already in the possession of the receiving Party on a lawful basis before it was received from the other Party in connection with this Agreement and which was not obtained under any obligation of confidentiality;
- (iii) obtained from a Third Party who is free to divulge the same and which was not obtained under any obligation of confidentiality;
- (iv) disclosed to the Lenders under terms of confidentiality; or
- (v) which is required to be disclosed by judicial, administrative or stock exchange process, any enquiry, investigation, action, suit, proceeding or claim or otherwise by or under any Applicable Law or by any Government Authority.
- (vi) the Authority needs to provide to the third-party applicants under RTI Act.

Section 16.16 Joint and Several Liability of Preferred Bidder

The Preferred Bidder shall be jointly and severally liable to the Grantor / Authority for compliance with the terms of this Agreement. Except as expressly provided herein, the composition shall not be altered without the prior written approval of the Grantor / Authority until ten (10) Years from the

date of signing this Agreement.

Section 16.17 No Liability for Review

Except to the extent expressly provided in this Agreement,

- (a) no review or comment by the Grantor / Authority/Government Authorities on the DPR, the Designs and Drawing, the Transaction Documents or the documents submitted by the Lessee nor any observation or inspection of the construction, operation or management of the Project nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Lessee from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and
- (b) the Grantor / Authority or any Government Authority or GoAP shall not be liable to the Lessee by reason of any review, comment observation or inspection referred in sub- section (a) above.
- (c) In no event NFDB, or its successor would be vicariously liable during Lease Period.

Section 16.18 Insurance

The provisions of Insurance that have to maintained at its own expense are detailed in Appendix -16.

Section 16.19 Representation and Warranties

The provisions of Representation and Warranties are detailed in Appendix -16

Section 16.20 Assignability

Except as otherwise provided in this Agreement, the Lessee shall not assign its rights, or interest in this Agreement in favour of any Persons without prior written consent of the Grantor / Authority.

Notwithstanding anything to the contrary contained in this Agreement, the Grantor / Authority may, after giving 60 (Sixty) days’ notice to the Lessee, assign any of its rights and benefits and/or obligations hereunder pursuant to any direction of GoI/ GoAP/GoTS, by the operation of law on such terms and conditions as the Grantor / Authority may deem appropriate or as may be required by law.

Section 16.21 Interest and Right to Set Off

- (a) Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same is not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under Law, the Party entitled to receive such amount shall also have the right of set off.

- (b) The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein the Agreement and if no such period is specified, within 10 (ten) Days of receiving a demand along with the necessary particulars. In the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to the 18% (Eighteen percent) per annum, and recovery thereof shall be without prejudice to the rights of the Parties under the Law and this Agreement, including termination thereof.
- (c) All Supplemental Agreements executed subsequently to fulfil the objectives of the Project, shall essentially become part of this Agreement and shall be read in conjunction with the provisions of this Agreement.
- (d) The Lessee shall be at sole responsibility in respect of issues arising out of consumer laws and their compliance.

IN WITNESS WHEREOF the Grantor / Authority, Lessee and Preferred Bidder, through their respective authorized officials subscribe their respective signatures and seals hereto on this day of _____ 2023:

Signed, sealed and delivered
by:

Signed, sealed and delivered
by:

Signed, sealed and delivered
by:

The Authorized Signatory
For and on behalf of
NFDB (Grantor/ Authority)

The Authorized Signatory
For and on behalf of
XXXX (Lessee)

The Authorized Signatory
For and on behalf of
(Preferred Bidder /
Confirming Party)

Name
Designation
Company Seal

Name
Designation
Company Seal

Name
Designation
Company Seal

Witness:

1.

Witness:

1.

Witness:

1.

APPENDICES

Draft Letter of Award (LoA)

(This will be issued by National Fisheries Development Board (NFDB) to the ‘Preferred Bidder’ upon completion of Bid Evaluation Process and acceptance of the Bid by the NFDB).

[Date]

[Ref Number]

To

[Preferred Bidder]

[Address]

Kind Attention: [Authorized Representative of Preferred Bidder]

Sub: Letter of Award (LoA) for Management of Integrated Coastal Aquaculture Facilities at Mulapolam Village, Srikakulam District, Andhra Pradesh on Lease Basis (“Project”)

Sir,

- 1) This is with reference to your Bid dated _____ (“**Bid**”) submitted in accordance with & in response to the Request for Bid document (the ‘**RFP**’) released by National Fisheries Development Board (NFDB), dated, _____ towards selection of a private sector entity for Management of Integrated Coastal Aquaculture Facilities at Mulapolam Village, Srikakulam District, Andhra Pradesh on Lease Basis (the “**Project**”).
- 2) For avoidance of doubt, it is hereby clarified that unless otherwise referred hereunder or repugnant to the context or usage thereof, the capitalized terms used under this LoA shall have the meaning as respectively ascribed thereto under the RFP Document and/or the draft Lease Agreement to be executed in terms of the RFP and this LoA.
- 3) We are pleased to inform you that your Bid (attached hereto as **Annexure A**) has been accepted and you have been identified as the Preferred Bidder for undertaking the implementation of the Project, subject always & exclusively to the terms hereof, the RFP and the Lease Agreement to be executed as per the terms of the RFP and this LoA.
- 4) It is hereby understood and, for abundant clarity, reiterated that as per your Price Bid the “Unit Price” for each category of species’ payable by the NFDB, commencing from the 1st year of Agreement until 6th year of the Lease Period, shall be the amount quoted by you in the Price Bid.
- 5) Further, as per the terms of the RFP, you are requested to comply with and fulfill the following

terms and conditions within the time period and in the manner as prescribed hereunder:

- (a) Make a non-refundable and irrevocable payment of Bid Development Fees of **Rs.20.00 lakhs (Rupees Twenty Lakhs only)** plus applicable GST, duties and levies to NFDB in the form of a demand draft drawn in favor of “National Fisheries Development Board” drawn on any Nationalized or Scheduled (excluding cooperative) Bank, payable at Hyderabad within fifteen (15) days from date of issue this LoA.
- (b) Furnish and Unconditional and irrevocable Construction Performance Security’ Bank Guarantees for an amount of **Rs.50,00,000/-(Rupees Fifty Lakhs Only)**, in favor of “National Fisheries Development Board” from a Nationalized Bank/ Scheduled Bank (excluding Co- Operative Banks) having an operational branch in Hyderabad as per the format appended to the draft Lease Agreement within Fifteen (15) days from the date of issue of this LoA.
- (c) Within Fifteen (15) days from the date of issue of this LOA, pay an amount of equivalent to the first three months Annual Lease Amount Rs(RupeesOnly)(computed on the basis of the Annual Lease Amount payable in the first year of Lease), in the form of a bank draft (irrevocable demand draft) drawn on any Nationalized Bank / Scheduled Bank (excluding Co- Operative Banks) in favor of “National Fisheries Development Board” payable at Hyderabad, towards the interest free security deposit for the due payment of Annual Lease Amount during the term of the Lease Agreement in accordance with the terms thereof.
- (d) Incorporate a Joint Venture Company (JVC) / Limited Company under the provision of CompaniesAct, 2013, with the equity shareholding as prescribed in the RFP, to act as theLessee for executing the Lease Agreement and implementing the Project in accordance with the terms thereof, within forty-five (45) days from the date of issue of this LOA.

Please note that your firm’s failure or inability to fulfill any of the requirements stipulated in para [5] above shall render your Bid liable for rejection/disqualification and forfeiture of the Bid Security furnished by you and this LoA shall stand withdrawn.

- 6) After absolute & unconditional fulfilment of the conditions mentioned hereinabove and in addition thereof, you are requested to also execute and cause execution of theLease Agreement with the NFDB, in the format attached as Section III of the RFP Document.
- 7) In addition to the above, you shall, throughout the Lease Period, be under an obligation to unconditionally comply and ensure unconditional compliance by the Lessee, as the case may be, with all the requirements of the RFP as well as the terms of the Lease Agreement
- 8) It may also be noted that in the event of any failure to comply with any one or more of the terms and conditions mentioned in this LoA and/or the RFP document within the time and in accordance with the manner prescribed thereof, including without limitation the acceptance of this LoA, the NFDB shall, in addition to all other rights and remedies that may be available to it under the provisions of the RFP, this LoA, law and equity or otherwise, at its absolute discretion be entitled to treat your Bid asrejected and unilaterally cancel/revoke this LoA and deal with the captioned

Project as it may deem fit in our sole and absolute discretion.

- 9) In such an event the Preferred Bidder (or any person claiming under it) shall have no claim or demand against the NFDB (or any of their Affiliates), of any nature whatsoever. Further, under any circumstances, the NFDB (or any of their Affiliates), shall not be liable or responsible to the Preferred Bidder or to any other entity whomsoever, for any loss of business, business competition, loss of investment, or any other loss or damage, costs or expenses, for any reason whatsoever. The Preferred Bidder (or any person claiming under it) shall not be entitled to claim any direct or indirect damages, costs, expenses for loss of business, loss of investment etc., upon rejection of its Bid or cancellation/revocation of this LoA, howsoever and whatsoever caused.
- 10) The Preferred Bidder shall indemnify and keep indemnified the NFDB, (or any of their Affiliates), its respective directors, consultants, contractors, officers, employees and/or agents, against all claims and loss, that they may suffer/ sustain or are likely to suffer/ sustain, due to or in relation to all/ any acts and omissions of the Preferred Bidder, its employees, staff, personnel etc. pursuant to or in relation to this LoA, the RFP or the Lease Agreement.
- 11) Notwithstanding anything to the contrary contained hereinabove, the arbitration clause hereunder shall be a final and binding agreement between the NFDB and the Preferred Bidder and shall survive the cancellation/ revocation /annulment of this LoA:
- (i) Any and all disputes controversy or claim, relating to or arising out of the LoA or the rights and obligations of the NFDB and the Preferred Bidder, under this LoA, including but not limited to validity, interpretation, scope, effect, termination of the terms contained in this LoA, shall be settled by arbitration by a sole arbitrator to be appointed by the NFDB or his nominee within thirty (30) days after receipt of a request for appointment of arbitrator, which notice should contain all information regarding the dispute(s) between the parties.
 - (ii) The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 as amended. The venue of arbitration shall be at Hyderabad, India and it shall be conducted in the English language.
 - (iii) The arbitral award shall be in writing, state the reasons for the award and be final and binding on the NFDB and the Preferred Bidder. The award may include an award of costs, including reasonable attorney's fees and disbursements.
- 12) The LoA shall be governed by the laws of India and in relation to all matters arising out or relating to this LoA, the courts at Hyderabad, India shall have exclusive jurisdiction.
- 13) It may additionally be noted that this LoA by itself does not create any rights or contractual relationship with the NFDB or casts any corresponding obligation with respect to the Project or otherwise on the NFDB. Any such right or relationship shall come into effect only upon your unconditional compliance with terms conditions set out herein and the execution of Lease Agreement as per term hereof and the RFP.
- 14) Without prejudice to anything stated in this LoA and/or the RFP, you are hereby requested to return the duplicate copy of this Letter of Award within two (2) days from the date of this Letter of Award, as a token of the receipt & acknowledgement of this LoA.

Thanking You

For & On Behalf of NFDB

AGREED, ACKNOWLEDGED & ACCEPTED BY

We, _____ (the ‘Preferred Bidder’), do hereby acknowledge the receipt of the LoA and undertake to absolutely and unconditionally comply with the terms and conditions contained herein.

SIGNATURE: *****

NAME OF AUTHORIZED. SIGNATORY:

DESIGNATION: (the ‘Preferred Bidder’)

Consortium Agreement

[As furnished by the Preferred Bidder along with the Request for Proposal (RFP)]

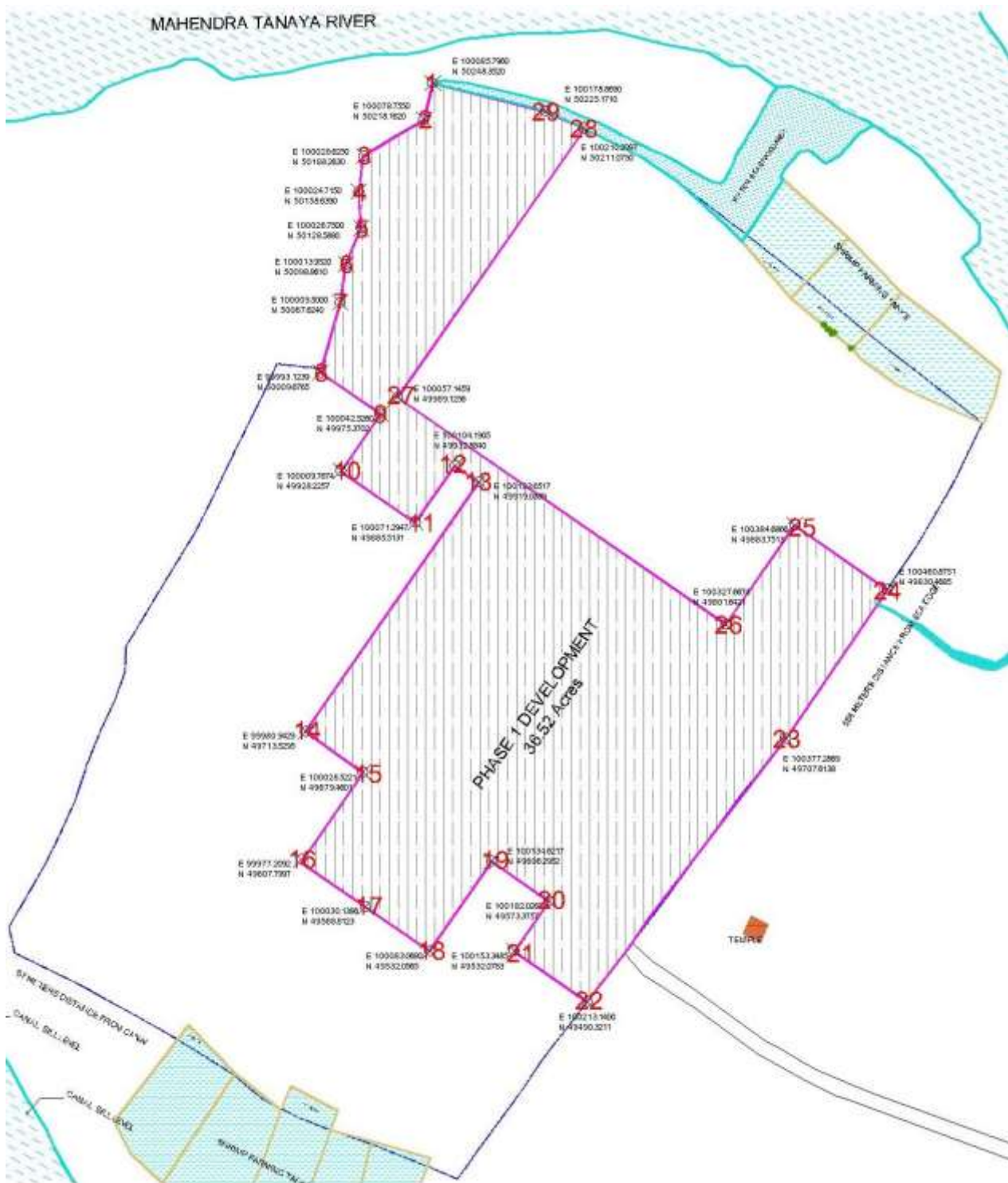
PROJECT FACILITIES

Phase-1

Operation & Management of ‘Integrated Coastal Aquaculture Facilities’ developed and completed by the NFDB as specified by the boundary coordinates given below containing the following facilities.

- Nursery Rearing tank Complexes 2 nos. for nursery rearing of Marine Fin Fish & crab
- Two blocks of Grow out Earthen Ponds (Block-A & Block-B) for farming of marketable size Mud Crabs and Marine Fin Fish (Sea Bass)
- Water Management System: Sea Water Intake and Outlet Arrangements, Filtration, Fresh Water Supply with Pipelines, Outlet Channels.
- Earthen Sea water Reservoir - 4 nos.
- Raw seawater Circular Reservoir 1 no.
- Effluent Treatment Plant

All the above components have to be operated to produce as per the plan and supply to the stake holders. Detailed information on the components, capacities, list of equipment available, etc. had been provided in the Part 4 of RFP. Project Information Memorandum



Phase 1 Boundary with GPS coordinates.

Coordinates		
S.no	East	North
1	E 100085.7960	N 50248.3520
2	E 100078.7550	N 50218.1620
3	E 100028.6250	N 50188.2630
4	E 100024.7150	N 50158.6390
5	E 100026.7500	N 50128.5880
6	E 100013.9520	N 50098.8610
7	E 100009.5000	N 50067.6240
8	E 99993.1239	N 50009.6765
9	E 100042.5260	N 49975.3702
10	E 100009.7874	N 49928.2257
11	E 100071.2947	N 49885.5131
12	E 100104.1905	N 49932.8840
13	E 100123.6517	N 49919.0339
14	E 99980.9429	N 49713.5295
15	E 100028.5221	N 49679.4601
16	E 99977.2092	N 49607.7997
17	E 100030.1386	N 49568.8123
18	E 100083.0680	N 49532.0565
19	E 100134.6217	N 49606.2952
20	E 100182.0267	N 49573.3757
21	E 100153.3485	N 49532.0783
22	E 100213.1400	N 49490.3211
23	E 100377.2869	N 49707.6138
24	E 100460.8751	N 49830.4685
25	E 100384.6866	N 49883.7513
26	E 100327.6674	N 49801.6421
27	E 100057.1459	N 49989.1256
28	E 100210.2997	N 50211.0750
29	E 100178.8690	N 50225.1710

Appendix-4

A. “DEVELOPMENT CONTROLS”

B. “SPECIFICATIONS & STANDARDS”

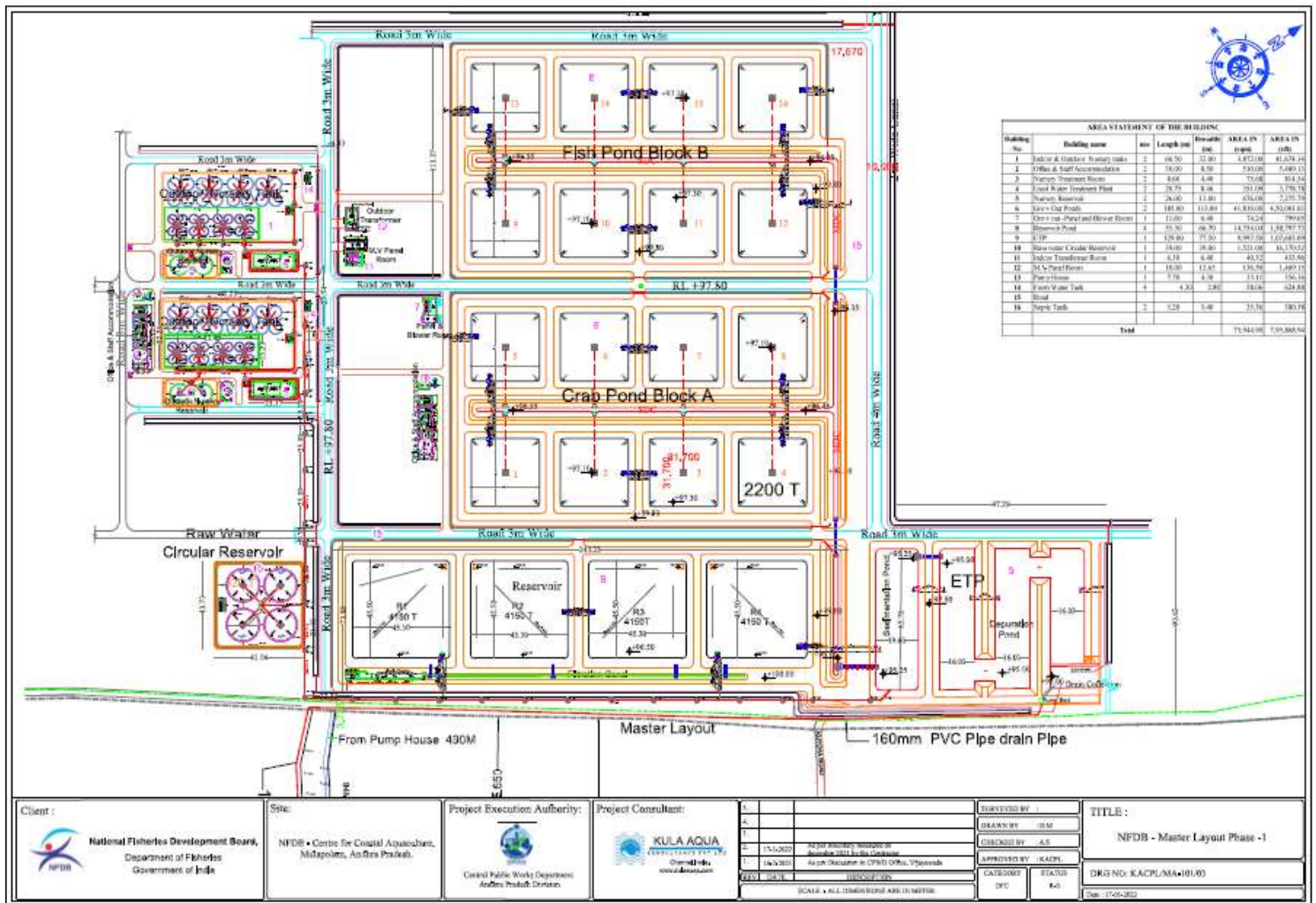
C. “MAINTENANCE AND PERFORMANCE STANDARDS”

(All the above as specified in the Section IV of RFP)

OFF-SITE INFRASTRUCTURE

The offsite infrastructure such as road, power, water etc. are being provided by different agencies like Local Body, APEPDCL etc. The Lessee is required to apply to the concern Authorities and obtain the necessary approvals for services/connections on his own. The Grantor will extend all necessary support to the Lessee based on written request of the Lessee in this regard.





Lay out of the Phase 1 Components

AREA STATEMENT OF THE BUILDING						
Building No	Building name	nos	Length (m)	Breadth (m)	AREA IN (sqm)	AREA IN (sqft)
1	Indoor & Outdoor Nursery tanks	2	60.50	32.00	1,972.00	21,474.34
2	Office & Staff Accommodation	2	30.00	8.50	255.00	2,758.13
3	Nursery Treatment Room	2	8.60	4.40	37.64	406.54
4	Used Water Treatment Plant	2	20.75	8.46	175.65	1,895.78
5	Nursery Reservoir	2	26.00	13.00	338.00	3,647.79
6	Grow Out Ponds	2	185.00	113.00	20,905.00	226,001.03
7	Grow out - Panel and Blower Room	1	11.60	6.40	74.24	799.05
8	Reservoir Pond	4	55.30	66.70	3,688.61	39,879.73
9	ETP	1	129.00	77.50	9,997.50	1,07,603.09
10	Raw water Circular Reservoir	1	39.00	39.00	1,521.00	16,370.52
11	Indoor Transformer Room	1	6.30	6.40	40.32	433.96
12	M.V Panel Room	1	10.00	13.65	136.50	1,469.15
13	Pump House	1	7.70	4.30	33.11	356.36
14	Fresh Water Tank	4	4.30	2.80	58.06	624.88
15	Road					
16	Septic Tank	2	5.20	3.40	35.36	380.58
Total					73,944.90	7,95,868.94

SCOPE OF WORK

Project Specific Scope of Work includes:

I. Operation & Management of the Phase-1 of the ‘Integrated Coastal Aquaculture Facilities’ in 36.52 Acres (Approx.) of Land.

- Operating & Management of the Coastal Aquaculture Facilities created by NFDB as per the “Minimum Performance Obligations” prescribed.
- Operational flexibility will be provided to the ‘Private Sector Entity’ for Operating & Managing facility within the prescribed framework.
- Financial Terms shall be finalized through this Request for Proposal (RFP).

(MPO)Specified Capacities & Outputs from the ‘Coastal Aquaculture Facilities’ at Mulapolam

PHASE 1:

A. Nursery Complex (2 Blocks)						
S. No.	Species	No. of Indoor Tanks – 18T Capacity	No. of Outdoor Tanks – 37T Capacity	3g Fry Required Per Year @6 Cycles in Lakhs	Output of 20gm Fingerlings in Lakhs per year	Estimated Size of Fingerlings
1	Seabass	24	24	36.6	23.43	8-10 cm.
2	Pompano	6	6	9.1	5.85	10-12 cm.
3	Cobia	2	2	3	1.95	12-15 cm.
B. Grow-out Complexes (Block A & B)						
S. No.	Species	No. of Ponds with 1600 M3		Production of Marketable Size Fish Kg/Yr		Estimated Size at Harvest in Kg.
1	Seabass	5		36000		0.75
2	Pompano	2		9600		0.5
3	Cobia	1		2400		2.5
4	Mud Crab	8		20000		0.5

LEASE PARTICULARS

(To be provided at the time of signing the Lease Agreement)

(in Rs. Lakhs)

License Years	Annual Lease Amount	Quarterly Lease Amount Payable	Advance Lease Amount
1	X	X	X
2			
3			
4			
5			

**To be filled up post Bidding*

LIST OF APPLICABLE PERMITS

The lists of applicable permits include (but not limited to):

1. Consent to establish and operation under Water Act, 1974 and Air Act, 1981
2. Environmental Clearances
3. Clearances from Factories and Labour Departments.
4. Registration under Sales Tax Act, 1976
5. Allotment of power by APSPDCL
6. All Trade Licenses as applicable.
7. Approval/permit from Fire Safety Authorities
8. Building Layout and other permissions required from Local Body / any other Statutory regulatory bodies
9. Occupancy Certificate/ any other certificate issued by concerned authority permitting commercial operations in the facility
10. Immigration clearance (in case of foreign personnel being engaged)
11. All other relevant statutory approvals/permits for construction, Operation and Management of Project Facilities.

VESTING CERTIFICATE

The divestment of all rights and interest in the Project “**Management of Integrated Coastal Aquaculture Facilities at Mulapolam Village, Srikakulam District, Andhra Pradesh on Lease Basis**” shall be deemed to be complete on the date when all of the Divestment Requirements have been fulfilled, and the Expert shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth in Section 14.6 (the “Vesting Certificate”), which will have the effect of constituting evidence of divestment by the Lessee of all of its rights and interest in the Project, and their vesting in the Grantor pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Grantor or its nominee on or in respect of the Project on the footing that all Divestment Requirements have been complied with by the Lessee.

Format for
BANK GUARANTEE TOWARDS PERFORMANCE SECURITY

(On requisite Stamp Paper)

In consideration of the National Fisheries Development Board (hereinafter called "the NFDB") having agreed to exempt _____ (hereinafter called "the Lessee") from the demand, under the terms and conditions of Letter of Award (LOA) issued in respect of the "Operation and Management of Phase 1 components in the Integrated Coastal Aquaculture Facilities at Mulapolam Village, Srikakulam District, Andhra Pradesh on Lease Basis" spread over 36.52 acres of land in the total area being 99.185 acres, and subsequent Lease Agreement being signed between Lessee and NFDB for performance of the Agreement to be made (hereinafter called "the said Agreement"), for the due fulfillment by the said Lessee of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.__(Rupees_Only).

We, _____ (hereinafter referred (indicate the name of the bank) to as "the Bank" at the request of Lessee do hereby undertake to pay to the NFDB an amount not exceeding Rs.____ against any non-fulfillment of the obligations of the Agreement or loss or damage caused to or suffered or would be caused to or suffered by the NFDB by reason of any breach of any terms and conditions contained in the said Agreement by the said Lessee of any of the terms or conditions contained in the said Agreement.

We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, hereby on a demand from the NFDB stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NFDB by reason of breach of any terms and conditions contained in the said Agreement by the said Lessee or by reason of the Lessee failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the 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._____.

We undertake to pay to the NFDB any money so demanded notwithstanding any dispute or disputes raised by the Lessee in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment hereunder and the Lessee shall have no claim against us for making such payment.

We, _____ (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the NFDB under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the concerned officer of the NFDB certifies that the terms and conditions of the said Agreement have been fully and properly fulfilled/carried out by the said Lessee and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ (indicate the date-from the date of signing Agreement), we shall be discharged

from all liability under this guarantee thereafter.

We, _____ (indicate the name of bank) further agree with the NFDB that the NFDB shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Lessee from time to time or to postpone for any time or from time to time any of the powers exercisable by the NFDB against the said Lessee and to bear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Lessee or for any forbearance, act or omission on the part of the NFDB or any indulgence by the NFDB to the said Lessee or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Lessee.

We, _____ (indicate the name of bank) undertake not to revoke this guarantee during its currency except with the previous consent of the NFDB in writing.

The Guarantor agrees absolutely, irrevocably and unconditionally guarantees and undertakes to pay to NFDB a sum of Rs. _____ without any protest or demur and upon receipt of first written demand from NFDB. This Guarantee is independent of the terms and conditions of the Lease Agreement and its validity.

Dated the _____ day of _____ (Month & Year) for name of the Bank). _____

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this __ and __ year first herein above written. (indicate the day of Signed and delivered by the above-named _____ Bank by its Authorized Signatory as authorized by Board Resolution passed on _____ / Power of Attorney dated []

Authorized Signatory

Name :

Designation:

In the presence of:

1.

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. INSURANCE

Section 1.1 Insurance Cover

The Lessee shall maintain or cause to be maintained, at its own expense, insurance policies as are customarily and ordinarily available in India on commercially reasonable terms and reasonably required to be maintained, consistent with similar facilities of the size and type of the Project and as may be required by the Lenders.

(a) Operations Period

The Lessee shall, at its cost and expense, purchase and maintain during the Operations Period insurance to cover against Project Facilities/ Project Assets for:

- (i) loss, damage or destruction of the Project/ Project Assets at replacement value or full market value (including fire, burglary, standard and special peril);
- (ii) the Lessee’s general liability arising out of the Lease.
- (iii) liability to third parties; and
- (iv) any other insurance that may be necessary to protect the Lessee and its employees, including all Force Majeure Events that are insurable and not otherwise covered in items (i) to (iii).

Section 1.2 Evidence of Insurance

The Lessee shall, from time to time, furnish to the Grantor / Authority copies of all insurance policies in respect of the Insurance Cover (or appropriate endorsements, certification of other satisfactory evidence of insurance) as soon as reasonably practical after they are received by the Lessee and furnish evidence to the Grantor / Authority that all premiums have been paid and that the relevant policies remain in force, valid and existence. In the event the Lessee does not maintain any Insurance Cover pursuant hereto, the Grantor / Authority may, at its option, effect such insurance and the Lessee shall reimburse all the costs and expenses incurred in this behalf by the Grantor / Authority within 15 (Fifteen) Days of receipt of the Grantor / Authority’s claim in respect thereof. In case the Lessee fails to reimburse such expense, this shall become the Lessee’s Event of Default and shall be treated as per the provisions laid down under Article 11 of the Lease Agreement.

Section 1.3 Application of Insurance Proceeds

Subject to the provisions of the Financing Documents and unless otherwise provided herein, the proceeds from all insurance claims, except for life and injury, shall be promptly credited the amount to Account, in accordance with the terms hereof and thereof, the Lessee shall apply such proceeds for the repair, renovation, restoration or re- instatement of the Project or any part thereof, which may have been damaged or destroyed and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Documents

Section 1.4 Distribution of Insurance Proceeds Upon Termination

Whenever this Agreement is terminated following a Force Majeure Event and insurance proceeds are available in connection with the insurance policies to which the Lessee is entitled or should be entitled pursuant to this Agreement with respect to the Project, such proceeds shall, if not used to effect a restoration or to make repairs to the Project, be distributed first, (a) payment of dues, if any, to the Grantor / Authority; and (b) for the payment towards indebtedness (actual or contingent) owing to the Lenders; (c) the residual amount, if any, to the Lessee.

Section 1.5 Validity of the Insurance Cover

The Lessee shall pay the premium payable on such insurance policy(ies) so as to keep the policy(ies) in force and valid throughout the Lease Period and furnish certified true copies of the same to the Grantor / Authority. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 10 days' clear notice of cancellation is provided to Grantor / Authority in writing. If at any time the Lessee fails to purchase and maintain in full force and effect any and all of the insurances required under this Agreement, the Grantor / Authority may at its option purchase and maintain such insurance and all sums incurred by the Grantor / Authority therefore shall be reimbursed by the Lessee forthwith on demand, failing which the same shall be recovered by the Grantor / Authority by exercising right of set off or otherwise.

2. REPRESENTATIONS AND WARRANTIES

2.1 Mutual Representations and Warranties

Each Party represents and warrants to the other Party that:

- (a) it is duly organized, validly existing and in good standing under the laws of India;
- (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement;
- (c) it has taken all necessary actions to authorise the execution, delivery and performance of this Agreement and to carry out the transactions contemplated hereby;
- (d) this Agreement constitutes its legal, valid and binding obligation, fully enforceable against it in accordance with the terms hereof;
- (e) it has the financial standing and capacity to undertake the Project;
- (f) it shall have an obligation to disclose to the other Party as and when any of its representations and warranties ceases to be true and valid.

2.2 Further Representations and Warranties of Lessee

In addition, the Lessee represents and warrants to the Grantor / Authority that:

- a. The execution, delivery and performance of this Agreement and all instruments or agreements required hereunder do not conflict with, contravene, violate, result in the breach of, constitute a

default under or accelerate performance of any agreement or instrument to which the Lessee is a party, including without limitation, its articles and memorandum of association or by which it is or may be bound or any Applicable Laws or any covenant, agreement, understanding, decree or order, injunction, award to which it is a party or by which it or any of its properties or assets is bound or affected;

- b. There are no actions, suits, proceedings, or investigations pending or, to the Lessee’s knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Lessee under this Agreement or which individually or in the aggregate may result in any Essential Material Adverse Effect;
- c. It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Authority or any other pending or potential matters which may result in any Material Adverse Effect or impairment of the Lessee’s ability to perform its obligations and duties under this Agreement;
- d. It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities, which individually or in the aggregate have or may have Material Adverse Effect;
- e. No representation or warranty by the Preferred Bidder /Lessee contained herein or in any other document furnished by it to the Grantor / Authority or to any Government Authority in relation to Applicable Permits or otherwise contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- f. Preferred Bidder was and is duly organized and existing under the laws of the jurisdiction of its incorporation and has full power and authority to consent to and has consented to the Lessee entering into this Agreement and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;
- g. Provided that whenever any pending or potential matter, including the matters listed in the sub-sections above, comes to the knowledge of the Preferred Bidder /Lessee , during the Lease Period, the outcome of which may result in the breach of or constitute a default of the Lessee under this Agreement or which individually or in the aggregate may result in any Material Adverse Effect or impairment of the Lessee’s ability to perform its obligations and duties under this Agreement, the Lessee shall immediately intimate the same to the Grantor / Authority;
- h. In submitting its Proposal, the Preferred Bidder/Lessee has complied with all the Applicable Laws and it is and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal proceedings or liabilities which individually or in the aggregate have or may have Material Adverse Effect on its financial condition or its ability to implement the Project.
- i. All rights and interests of the Lessee in the Project, the Project Facilities and Project Assets shall

pass to and vest in the Grantor / Authority or its nominated agency on the Transfer Date free and clear of all liens, claims, and Encumbrances, without any further act or deed on the part of the Preferred Bidder/Lessee or the Grantor / Authority and that none of Project Assets including materials, supplies or equipment forming part thereof shall be acquired by the Lessee subject to any agreement under which a Security Interest or other lien or encumbrance is retained by any person save and except as expressly provided in this Agreement; and

- j. No sums, in cash or kind, have been paid or will be paid by or on behalf of the Preferred Bidder /Lessee to any person by way of commission or otherwise for securing the Lease execution of this Agreement or for influencing or attempting to influence any officer or employee of the Grantor / Authority.

2.3 Waiver of Sovereign Immunity

Each Party hereto unconditionally and irrevocably:

- a. agrees that the execution, delivery and performance by it of this Agreement and all other agreements, contracts, documents and writings relating to this Agreement constitute private and commercial acts and not public or governmental acts and that it is subject to the civil and commercial laws of India with respect to this Agreement;
- b. agrees that any proceedings be brought against it or its assets, other than the assets protected by the diplomatic and consular privileges under the Foreign Sovereign Immunities Act or / any analogous legislation (“Exempted Assets”) in any jurisdiction, in relation to this Agreement or any transaction contemplated by this Agreement, no immunity, sovereign or otherwise from such proceedings, execution, attachment or other legal process shall be claimed by or on behalf of itself or with respect to any of its assets (other than the Exempted Assets);
- c. consents generally in respect of the enforcement of any judgment against it in any proceedings in any jurisdiction to the giving of any relief or the issue of any process in connection with such proceedings including without limitation the making, enforcement or execution against or in respect of any property irrespective of its use subject to (b) above.

2.4 Disclaimer

- (a) Without prejudice to any express provision contained in this Agreement, the Preferred Bidder/Lessee acknowledges that prior to the execution of this Agreement, the Preferred Bidder/Lessee has after a complete and careful examination made an independent evaluation of the Project, the legal and contractual framework, the Applicable Laws and Applicable Permits and the technical and financial aspects of the Project, all the information and documents provided by the Grantor / Authority, its consultants or any Government Authority, the market and demand conditions, information relating to users and the cost, risks, consequences and liabilities involved in operating the Project, and has determined to the Preferred Bidder’s/Lessee’s complete satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the Lessee in the course of performance of its

obligations hereunder. It has also carried out a title search, including without limitation the title, ownership, possession, land acquisition etc. in respect of the Project Site.

- (b) The Preferred Bidder /Lessee further acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in sub-clause
 - (a) above and hereby confirms that the Grantor / Authority, its consultants or any Government Authority shall not be liable for the same in any manner whatsoever to the Preferred Bidder/ Lessee or Persons claiming through or under the Preferred Bidder/Lessee.
- (c) The Preferred Bidder /Lessee is entering into this Agreement on the basis of its satisfaction based on the due diligence audit undertaken by it.

Section-IV: Project Information Memorandum (PIM)

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1. Introduction

Fisheries and aquaculture remain an important source of food, nutrition, employment and income for millions, especially the rural populations. In fact, the sector provides livelihood to about 25 million fishers and fish farmers at the primary level and twice the number along the value chain. Globally, the scientific institutions and R&D centres are inventing new technologies and innovations for farmers or entrepreneurs for achieving higher productivity and there by facilitating intensive farming practices. However, there is a need for further diversification, intensification and adoption of advanced technologies to transform the Indian aquaculture into a modern and thriving sector. In view of these NFDB developed such facilities under the name of NFDB Centre for Coastal Aquaculture and initially in phase-I.

1.1. Objectives:

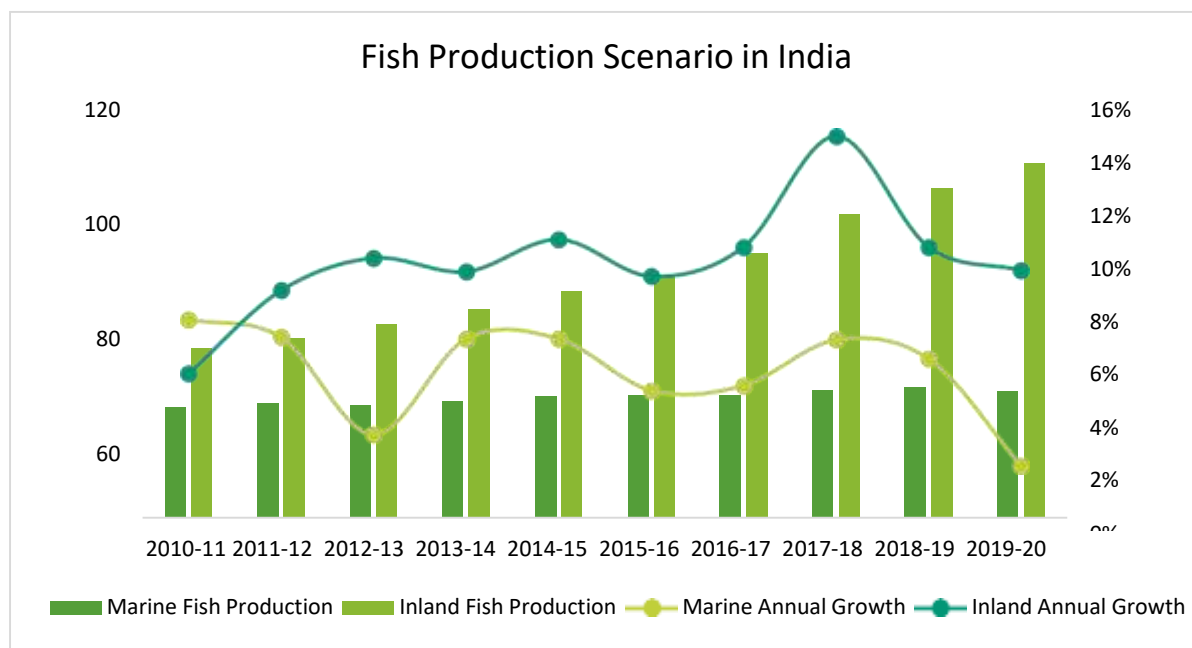
- To utilize the land for fishery activities.
- To produce marine finfish and mud crab, thus enhancing fish production
- To generate employment to the local populace.
- To generate revenue through fish and crab culture.

1.2. Overview of the Industry

Fisheries and Aquaculture constitute an important economic activity, with a vast potential for sustainably harvesting a wide variety of Inland and Marine Fisheries resources in the Country. India, as a key player in global seafood supplies, now ranks second after China in Aquaculture production. Indian seafood products are being exported to more than 100 countries across the globe.

India is the 2nd largest producer of Fish in the world and about 68% of India’s Fish comes from the Aquaculture Sector. Fisheries Sector has a double-digit average annual growth of 10.87% since 2014-15 with record Fish production of 145 Lakh Tons in FY.2020-21 (provisional). 74% of Fish production was contributed by Inland Fisheries and the rest 26% was contributed by Marine Fisheries in FY.2020. The Sector employs

28 million Fishers and Fish Farmers are engaged at a primary level in the Fisheries and Aquaculture Sector. Export earnings from the Fisheries Sector was \$6 Bn. during 2020-21 and India’s top export destinations for Fish and Fish products are China, USA, Southeast Asia, European Union, and Japan.



Source: Department of Fisheries, States Government / UTs Administration

While the overall Fish production in the Country over the last 9 years has grown at a CAGR of 6.2%, the growth was predominantly driven by the Inland Fish production that increased at 8.6% CAGR from 49.1 Lakh Tonnes in FY.2011 to 104.4 Lakh Tonnes in FY.2020. The Marine Fish production lagged at 1.5% growth because of the lack of ecosystem and sufficient infrastructure to encourage the Sector till recently.

1.3. Status of Aquaculture of Marine Fin Fish & Crab in Andhra Pradesh

Andhra Pradesh stands first in total fish and prawn/shrimp production in India for a long time, both in terms of production and value. The CAGR of Marine fisheries in AP is 2.98% whereas the national CAGR for the same period is 1.38%. The CAGR of Marine fisheries in AP is 2.98% whereas the national CAGR for the same period is 7.68%. The CAGR of Inland fisheries in AP is 11.22% whereas the national CAGR for the same period is just 5.58%. In fact, the aqua and marine production of Andhra Pradesh has

more than doubled in the past decade from 16.03 lakh MT in 2011-12 to 41.74 lakh MT in 2019-20.

Fishing and Aquaculture accounts for INR 11,887 crores (3.13%) of Andhra Pradesh’s SGDP, which was INR 3,79,402 crores. While the state’s GSDP growth rate was -2.58%, the sector’s growth rate was 4.94% - which shows the importance of the Fishing and Aquaculture sector in state’s growth.

Nine out of thirteen districts of Andhra Pradesh are along the coastline and the total length of the coast is around 974 KM. The total continental shelf is more than 33,227 Sq.km. The total potential area for brackish water fishing is around 1,74,000 ha. But presently the area under culture is around 37,245 ha involving more than 15,000 farmers. Mangrove wetlands of 28,200 ha is also promoting the brackish water aquaculture in the state. L.vannamei and P.monodon are the two predominant species in brackish water aquaculture in the state. Culture of marine finfish is in a rudimentary stage and needs to be improved by providing good quality nursery seeds for the farms and juveniles for the cages.

2. The Site

The total area acquired by NFDB at Mulapolam is 99.185 acres and located at Moolapalam Village, Sompeta mandal in Srikakulam District, Andhra Pradesh. The latitude is 18052’14” N and longitude is 84034’43” E. An extent of AC. 94.59 cents of private land of Mulapolam Revenue Village in Sompeta Mandal of Srikakulam District was acquired from the land



holders duly observing land acquisition procedure and an extent of AC. 02.86 cents of Government poramboke land in the same village, total AC. 97.45 cents of land was handed over to NFDB by Tahsildar, Sompeta Mandal vide Rc. No. 176/2007/B dated 11.06.2010 and it is fenced. 1.735 acres of land is acquired for the purpose of inlet canal from sea and outlet canal and widening of road.

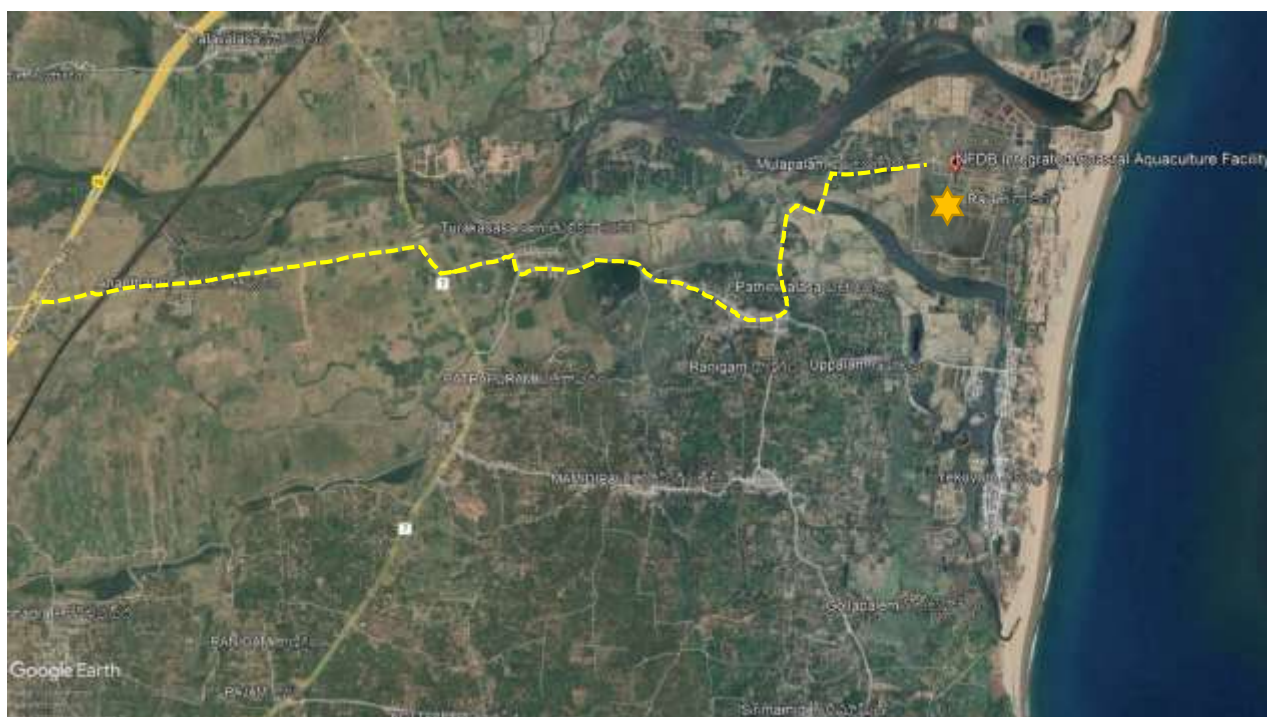
The site is well covered with water sources of brackish water at Northern part of the site, Mahendra Tanaya River, Sea water at eastern side of Bay of Bengal & freshwater from southern side of the site.

2.1. Connectivity to Site

The project site with co-ordinates 18052'14" N latitude and 84034'43" E Longitude, has fresh water, seawater and brackish water resources, making it more suitable for Coastal Aquaculture activities.



The project site has excellent road connectivity as it is connected to NH16 (Chennai – Kolkata) at a distance of 18 Km. via Haripuram.



The Site is 500 Mtrs. from the Sea Shore and abutting to the Mahendra Tanaya River at the Confluence with Brackish Waters.

2.2. Characteristics of the Site

- The site is in the Northern Coast of Andhra Pradesh which is 228 Km from Visakhapatnam, with Mahendra Tanaya River in the Northern side is at a distance of 150m
- The site is 580 m from the sea coast and is falling in CRZ-III
- Above characteristics make the site suitable for taking up aquaculture activities for any species requiring fresh, brackish and sea water
- The site is well covered with water sources of brackish water at Northern part of the site, Mahendra Tanaya River
- The site has access to Sea water at eastern side of Bay of Bengal through a pumping station built up near the sea with one direct sea water intake system and one beach borewell system.
- The site has got an access to freshwater from southern side of the site. within the site currently there is borewell to supply the water requirement for all potable purpose.
- Site is connected by a 11 KV line and currently we have 500KVA transformer to supply power, supported by 1no of 250 KVA and 1 no of 125 KVA generators.
- The site is well connected by rural roads. It is nearly 3 to 4 km from the state roads and 7 to 8 kms from the national highway.
- Within the site all the facilities are interconnected by 3m wide concrete roads.

3. The Project

3.1. Outline

As of now Marine fisheries is mostly capture based in the country and resources are also over exploited and catches are depleting. In order to give impetus to marine fisheries, it is proposed to focus more on marine and brackish water alternative species culture for which both breeding and culture technologies are standardized. In order to achieve sustainable development in culture based marine fisheries subsector, the following schema of model is proposed at Mulapolam site

- (1) Encourage marine culture along the coast through cage culture and aqua ponds
- and (2) Sea ranching for enhancing the fish stock in natural resources.

3.2. Project Master Plan

Considering the features of the land with respect to its surroundings, a master plan for the project has been prepared with the following components in Phase 1 of the project for which the designs has been worked out. The proposed Master Plan of the



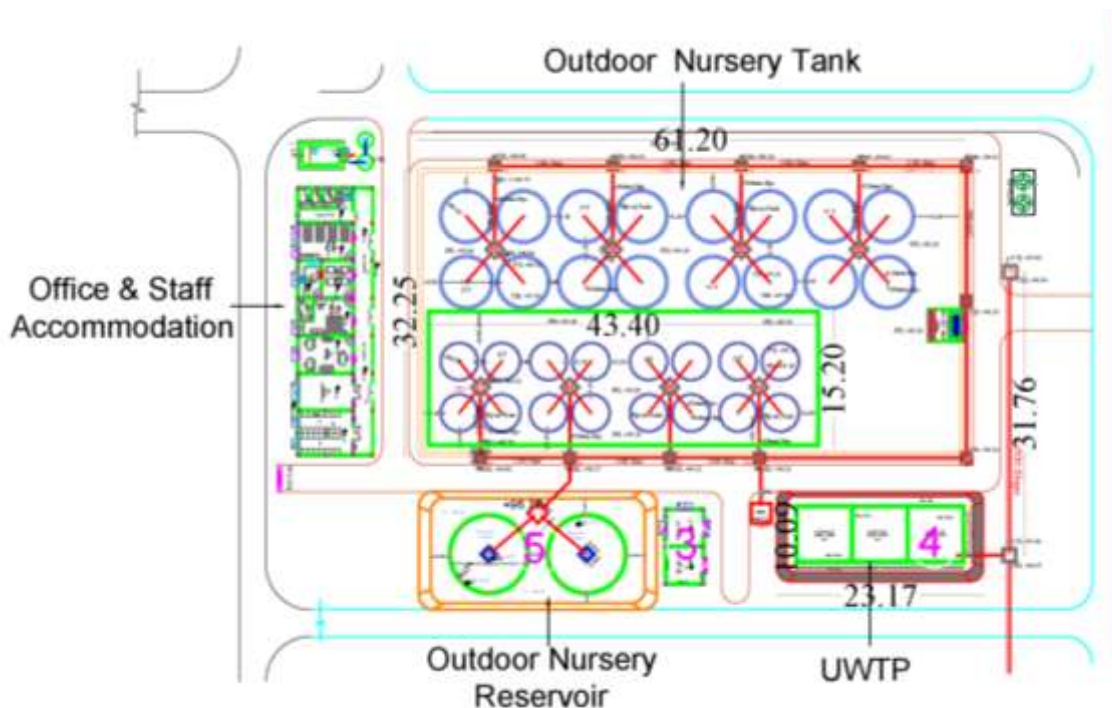
Phase 1 Coastal Aquaculture Facility at Mulapolam is as provided below:

3.3. Project Components as per Master Plan – Phase 1

- Nursery Rearing tank Complexes 2 nos. for nursery rearing of Marine Fin Fish & crab
- Two blocks of Grow out Earthen Ponds (Block-A & Block-B) for farming of marketable size Mud Crabs and Marine Fin Fish (Cobia, Pompano & Sea Bass)
- Water Management System: Sea Water Intake and Outlet Arrangements, Filtration, Fresh Water Supply with Pipelines, Outlet Channels.
- Earthen Sea water Reservoir - 4 nos.
- Raw seawater Circular Reservoir 1 no.
- Effluent Treatment Plant

3.4. Detailed Description of each Components in Phase 1

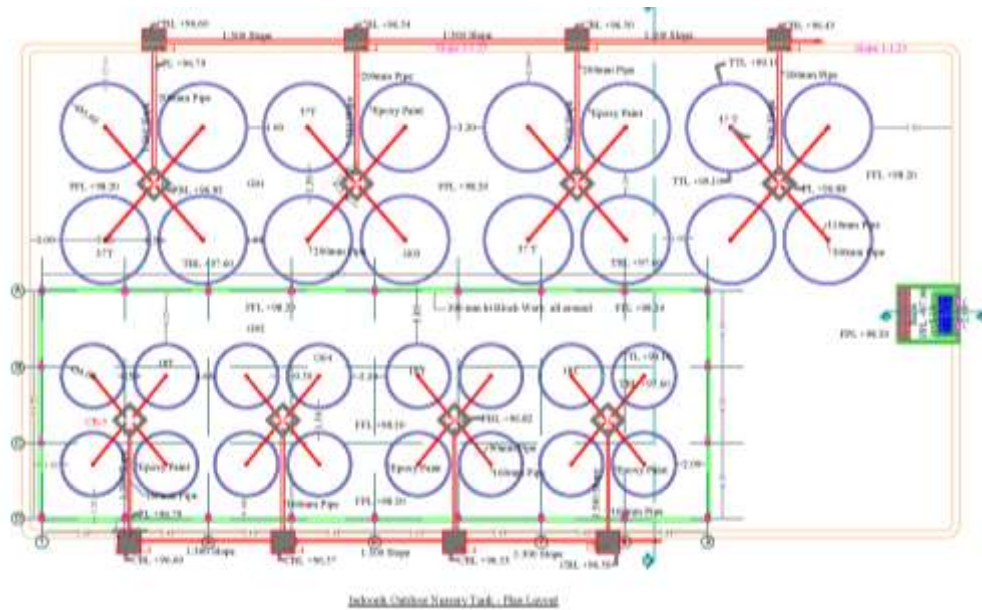
3.4.1. Nursery Complex for Fish Rearing – 2Nos



NFBD Centre for Coastal Aquaculture - Nursery Complex

Each complex will have the following components.

1. Nursery Building:



NFBD Centre for Coastal Aquaculture – Indoor & Outdoor Nursery

a) Indoor Nursery Tanks:

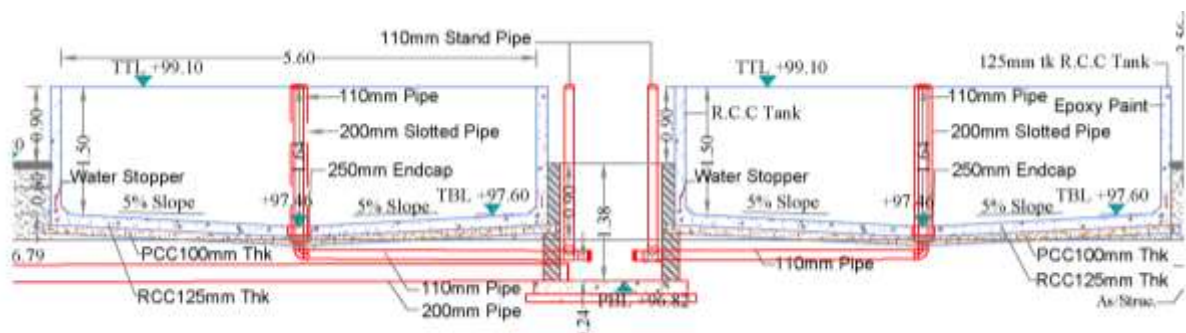
An Indoor facility with 16 tanks of 4m diameter concrete tanks with a gross capacity of 18 T each. This facility will be used to rear the small Fry to bigger sized Fingerlings. The system will be able to handle nearly 0.5 million Fry per batch. This



facility will have roof on the top and will be open on all the four sides including gable ends.

b) Outdoor Nursery Tanks:

An outdoor facility with 16 nos. of 5.6m diameter concrete tanks with gross capacity of 37T each. This facility will be used to rear the early Fingerling to advanced Fingerling or to the juvenile size. This facility can handle nearly 1 million Fry or 0.5 million Fingerlings per batch. Capacity will depend on the stocking size and the harvest size and also as per the species of Fish.

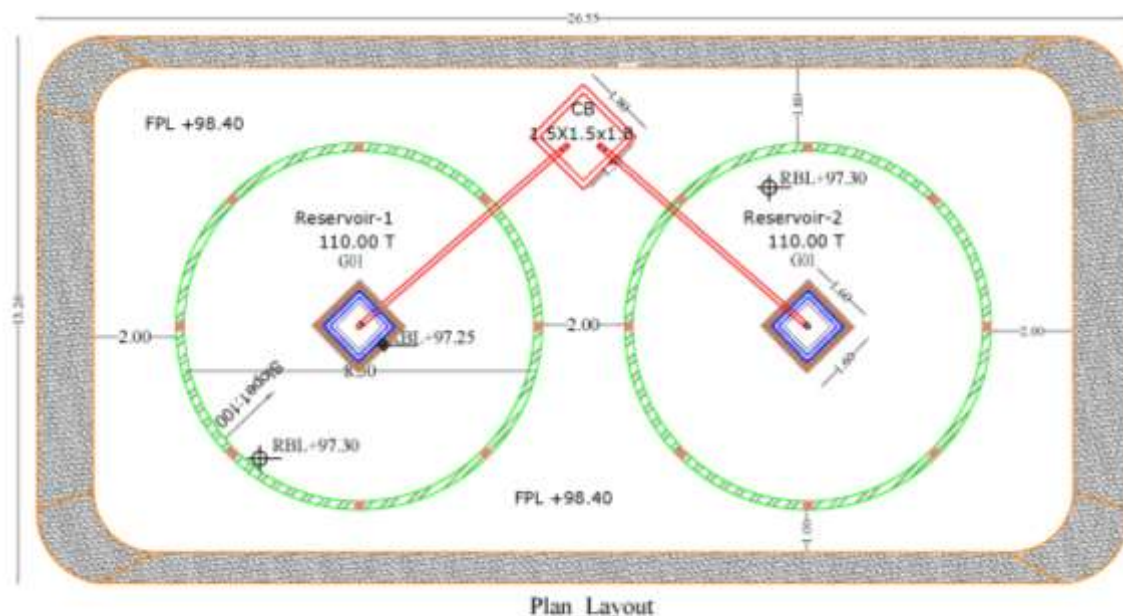


NFDB Centre for Coastal Aquaculture - Outdoor Nursery Tanks



2. Treated Water Reservoirs:

Two reservoirs of 8.5 m diameter HDPE lined tanks of 110 T gross capacity each are constructed by making the circular walls of the tank using framed concrete columns and beams with concrete block works and concrete central drainage system, keeping the other bottom as earthen base. The tanks will be completely lined on the inner side using the HDPE liners to make the tanks totally waterproof. Water is filtered through a set of sand filter, activated carbon filter before the water enters the treated



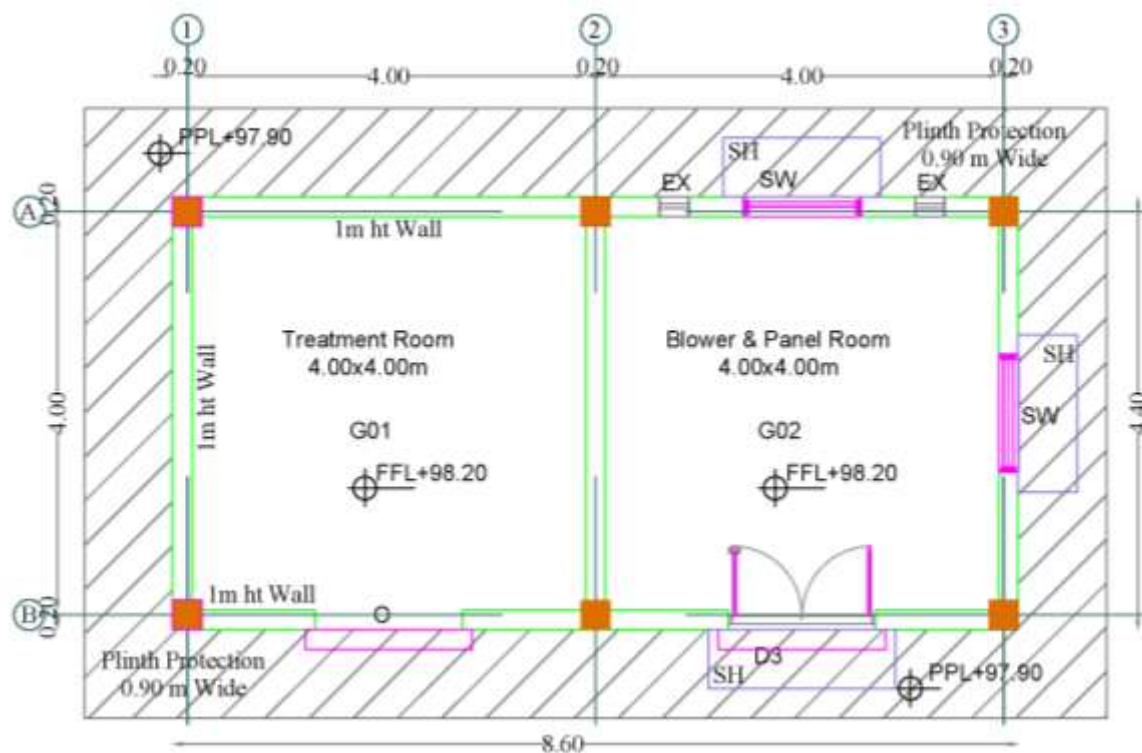
reservoirs.

NFDB Centre for Coastal Aquaculture – Treated Water Reservoirs



3. Water Treatment cum Blower cum Panel Room:

There will be a room (11.6mx6.4m) to house the treatment plant, blowers and the panel boards.

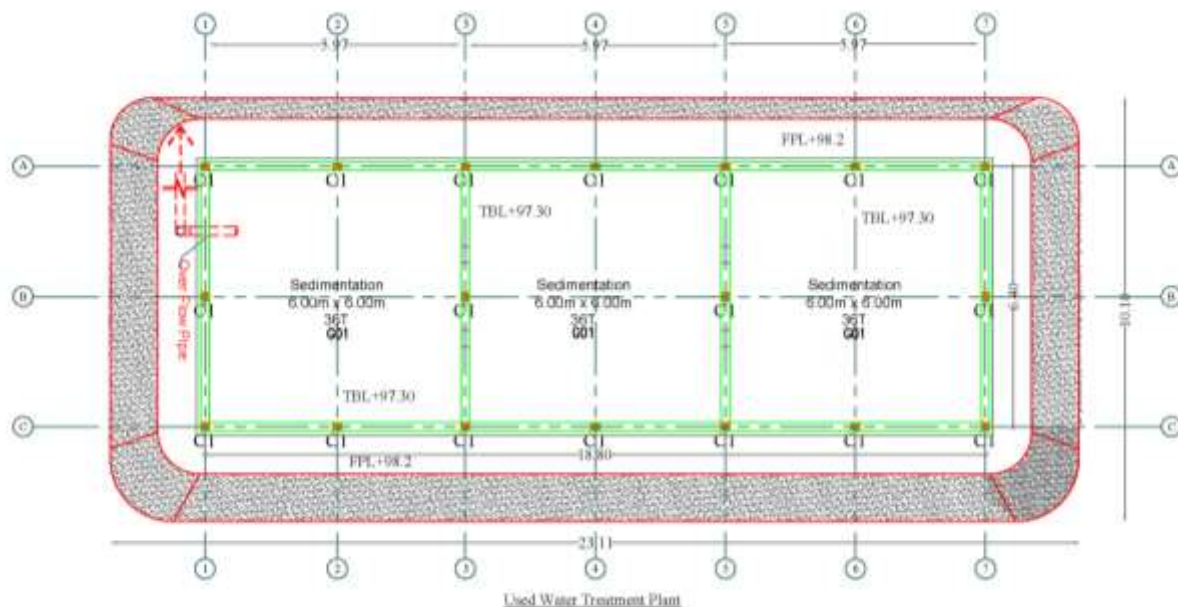


NFBD Centre for Coastal Aquaculture – Blower cum Panel Room



4. Used Water Treatment Plant:

This facility is required to treat the drain water from the nursery tanks and then drain to central ETP. This consists of three tanks of 36T each made of framed concrete walls with concrete blocks, earthen base with complete inner lining using HDPE material for water proofing.

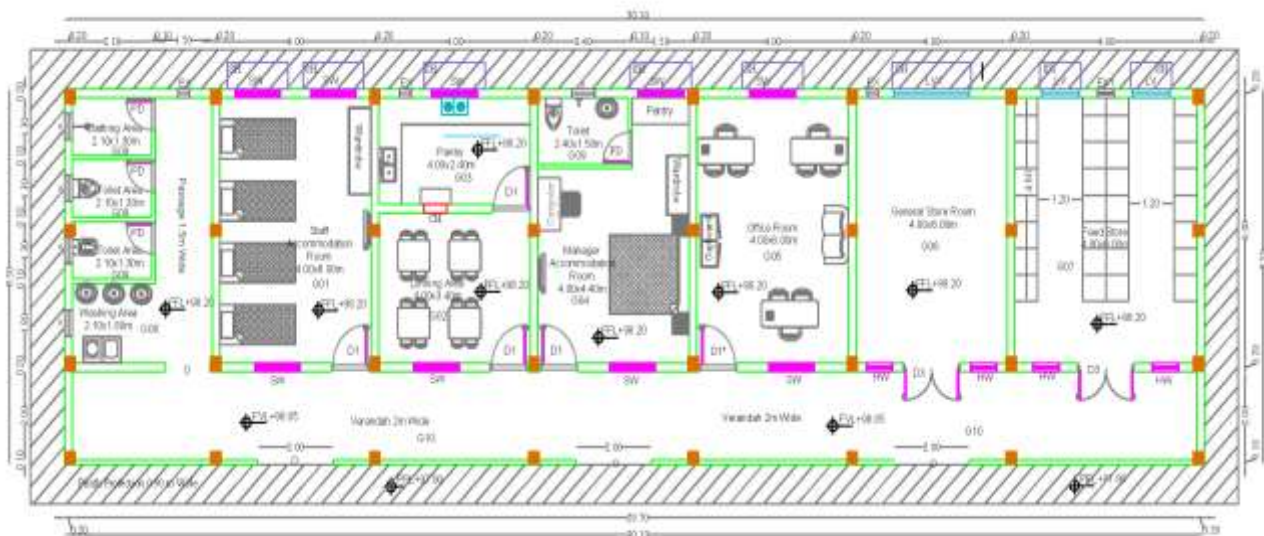


NFBD Centre for Coastal Aquaculture – UWTP



5. Office cum Accommodation:

This facility consists of an office, manger accommodation, technical staff accommodation, feed store room, general stores, canteen, and common bathroom facilities with total area of 510 m² (30 m x 8.5m).



Nursery - Office & Accommodation - Plan Layout

NFBD Centre for Coastal Aquaculture – Office Cum Accommodation



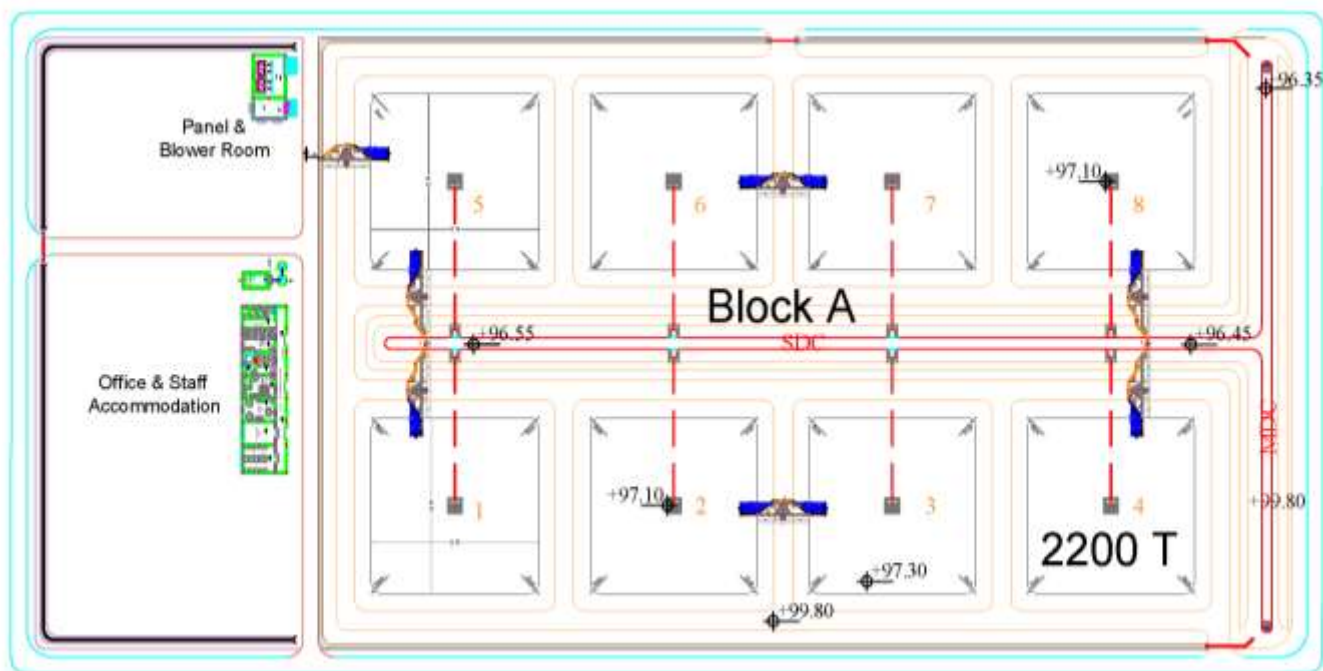
6. Freshwater Tank:

A ground level platform has been created to accommodate two 10 Ton Vertical HDPE tanks. Water from the outside source or from the borewell will be filled in to these tanks. The water from this platform will be supplied to the entire facility using pressure pump.

7. Septic Tank:

Septic Tank has been proposed for the accommodation as per standards with soak pit arrangement.

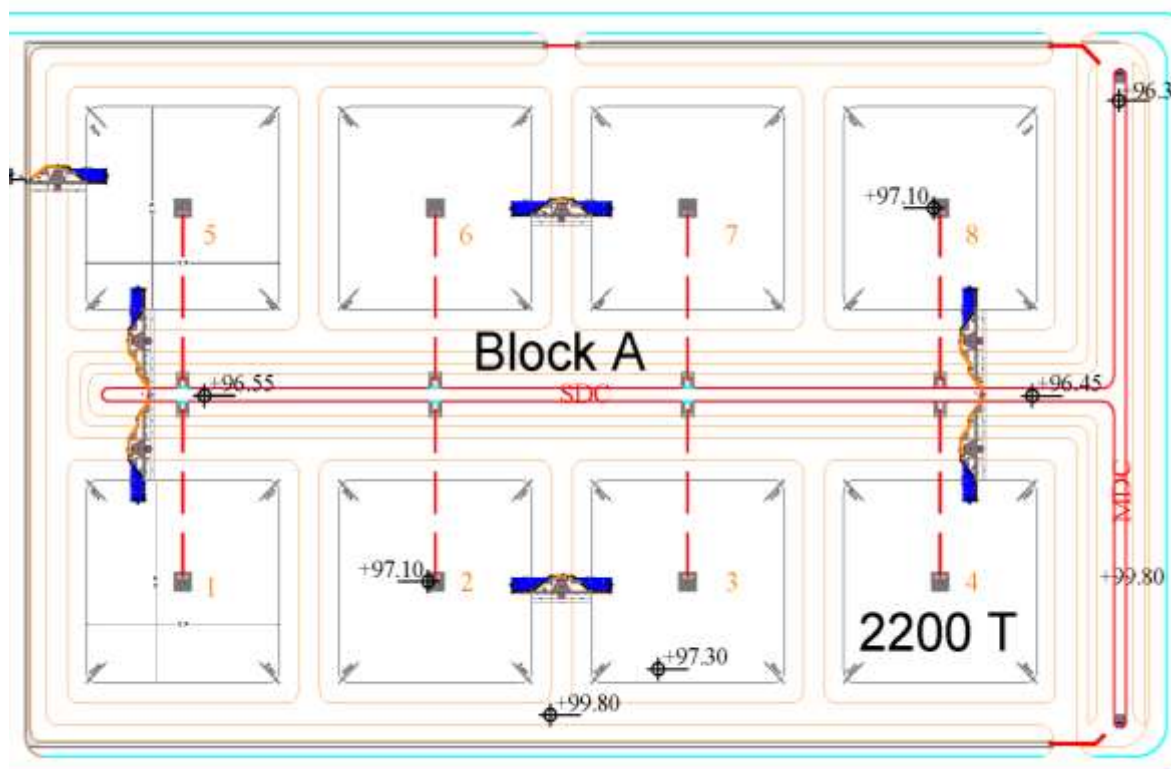
3.4.2. Grow Out Pond System (Block A) for Crab



NFBD Centre for Coastal Aquaculture –Growout Complex

1. Grow Out Ponds

There will be 8 numbers of 0.1 Ha ponds with water holding capacity of nearly 1600 m³ in each pond. All the ponds will be constructed with earthen dyke and HDPE lined on the dyke only. These ponds will have piped water supply from reservoirs.



NFDB Centre for Coastal Aquaculture – Un Lined Growout Pond (Block A)

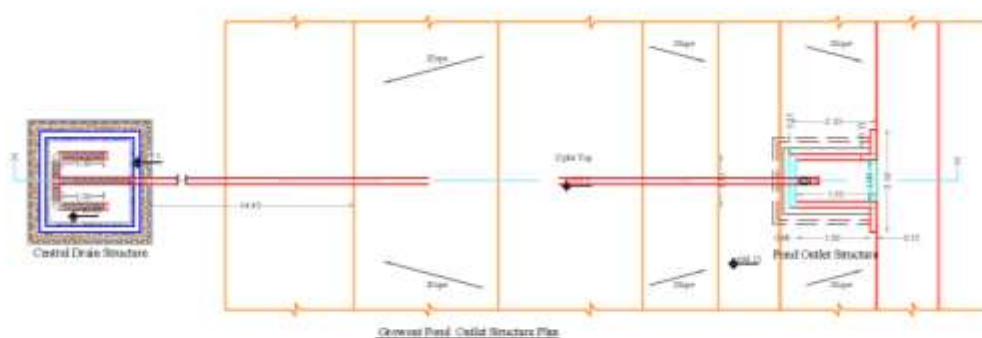


a. Central Drainage:

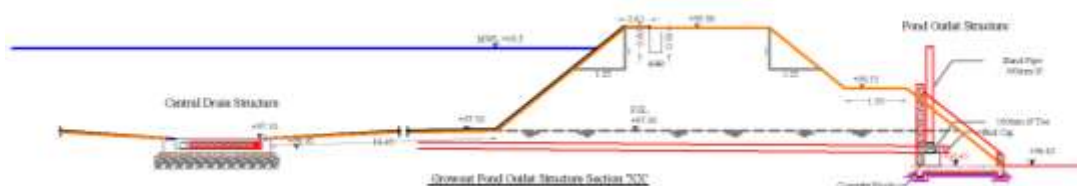
A central drainage points in the centre of pond constructed in concrete with embedded HDPE polylock on the edges for fusion with the HDPE liners to provide water tight jointing. A pipeline from this structure is laid at a suitable depth to the reach the outlet structure on the drainage canal. Entry side will have perforated vertical and lateral pipes covered by mesh scree to prevent the escape of the reared Fishes

b. Outlet Structure for Ponds:

Outlet structure for the ponds will be on the outer side of the pond in the drain canal, with stand pipe controls to regulate the water drainage from the ponds. These structures are as shown in the drawing.



NFBD Centre for Coastal Aquaculture –Growout Pond Outlet Structure



2. Office cum Accommodation cum Store:

This facility consists of an office, manger accommodation, technical staff accommodation, feed storeroom, general stores, canteen, and common bathroom facilities with total area of 510 m²(30mx8.5m)

3. Panel cum Blower Room:

There will be a 11.60mx6.40m building to accommodate the panels and blowers required for aeration of the ponds. The aeration will be done through a network of pipelines.

4. Freshwater Tank:

A ground level platform has been created to accommodate two 10 Ton Vertical HDPE tanks. Water from the outside source or from the borewell will be filled into these tanks. The water from this platform will be supplied to the entire facility using pressure pump.

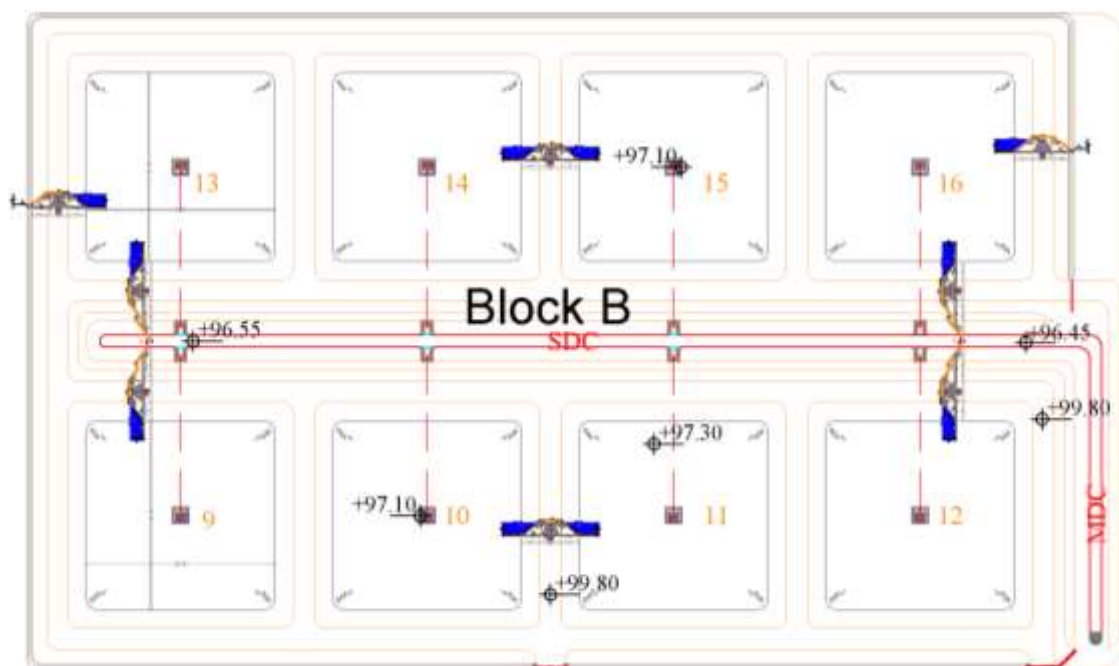
5. Septic Tank:

Septic Tank has been proposed for the accommodation as per standards with soak pit arrangement.

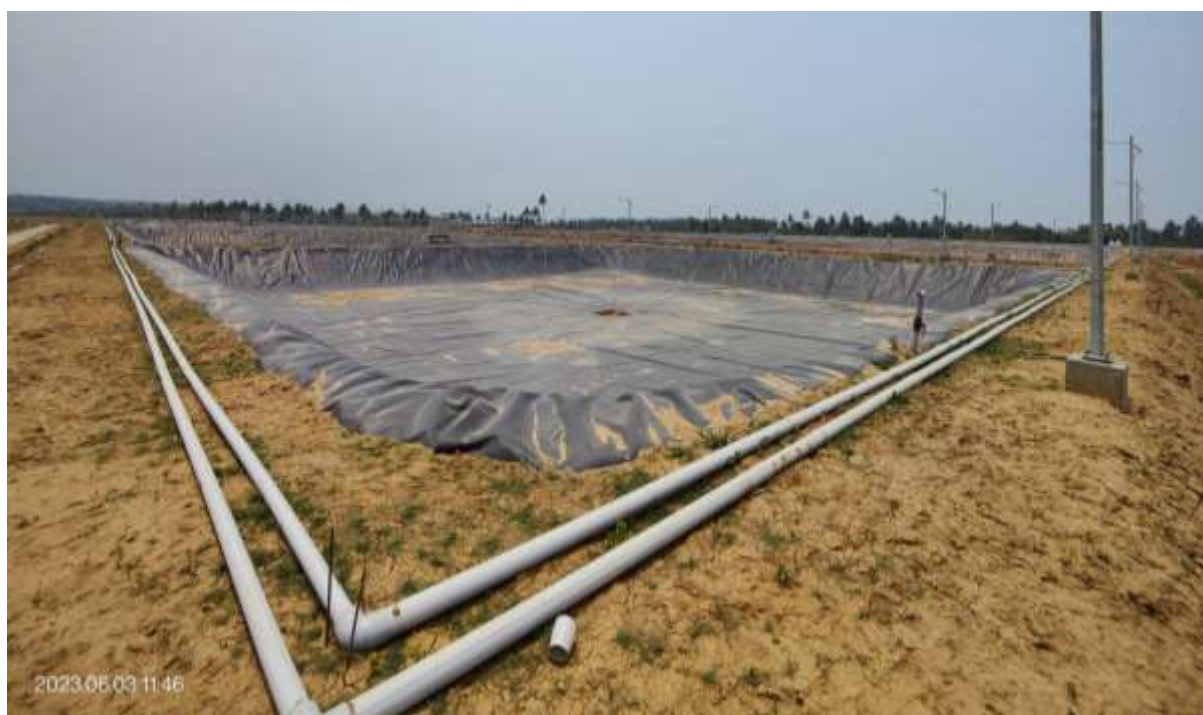
3.4.3. Grow Out Pond System (Block B) for Fish

1. Grow Out Ponds

Lined: There will be 8 numbers of 0.1 Ha ponds with water holding capacity of nearly 1600 m³ in each pond. All the ponds will be constructed with earthen dyke and covered completely using HDPE liners. These ponds will have piped water supply from reservoirs.



NFDB Centre for Coastal Aquaculture –Lined Growout Pond (Block B)

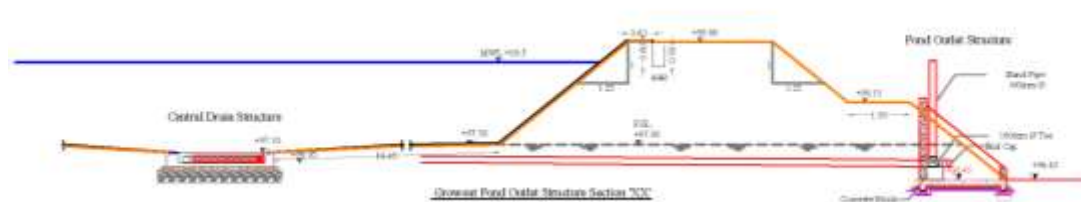
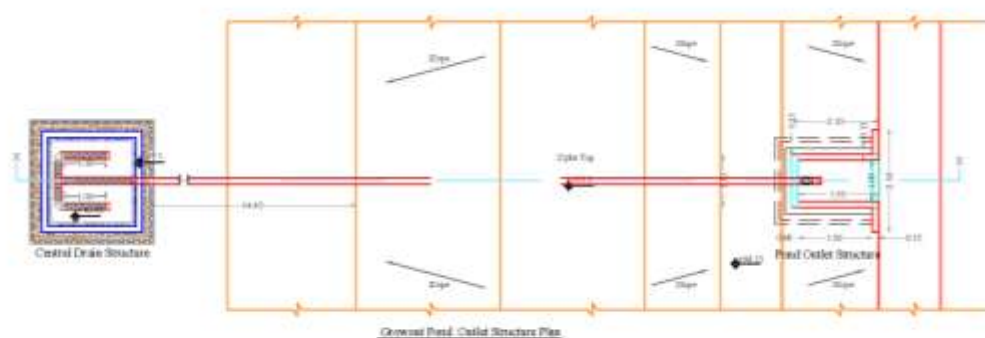


a. Central Drainage:

A central drainage points in the centre of pond constructed in concrete with embedded HDPE polylock on the edges for fusion with the HDPE liners to provide water tight jointing. A pipeline from this structure is laid at a suitable depth to the reach the outlet structure on the drainage canal. Entry side will have perforated vertical and lateral pipes covered by mesh scree to prevent the escape of the reared Fishes

b. Outlet Structure for Ponds:

Outlet structure for the ponds will be on the outer side of the pond in the drain canal, with stand pipe controls to regulate the water drainage from the ponds. These structures are as shown in the drawing.



3.4.4. Sea Water Supply System

Sea water Supply system consists of intake suction line to bring the water to the pumps, pump station and the delivery pipe line up to the reservoir.



1. **Sea Water Intake System:** Two types of intake suction line have been installed in the project as below

a) **Beach Borewell System:**

There will be two sets of beaches bore well system with individual header suction line to individual pumps. Each set will have a network of 8 bores of 160mm PVC pipe with required fittings and accessories as shown in the sketch. These shallow bores are done up to a depth of 8ft from the ground level in the location just below the lowest low tide level of the locality. All the 8 bores will be suitably coupled together to a common suction line leading to one pump. Similarly, the next set of 8 bores have to be connected to the second pump. The delivery from the two pumps will be connected together to a common header



NFDB Centre for Coastal Aquaculture –Beach Borewell Pipeline

and from the header one single delivery line will take the water to the circular

*NFBD Centre for Coastal Aquaculture –
Beach Borewell Individual Suction Pipes*



primary reservoir. The beach bore well system is designed for 150m³ per hour supply to the primary reservoir.

b) Open Sea Water Intake System:

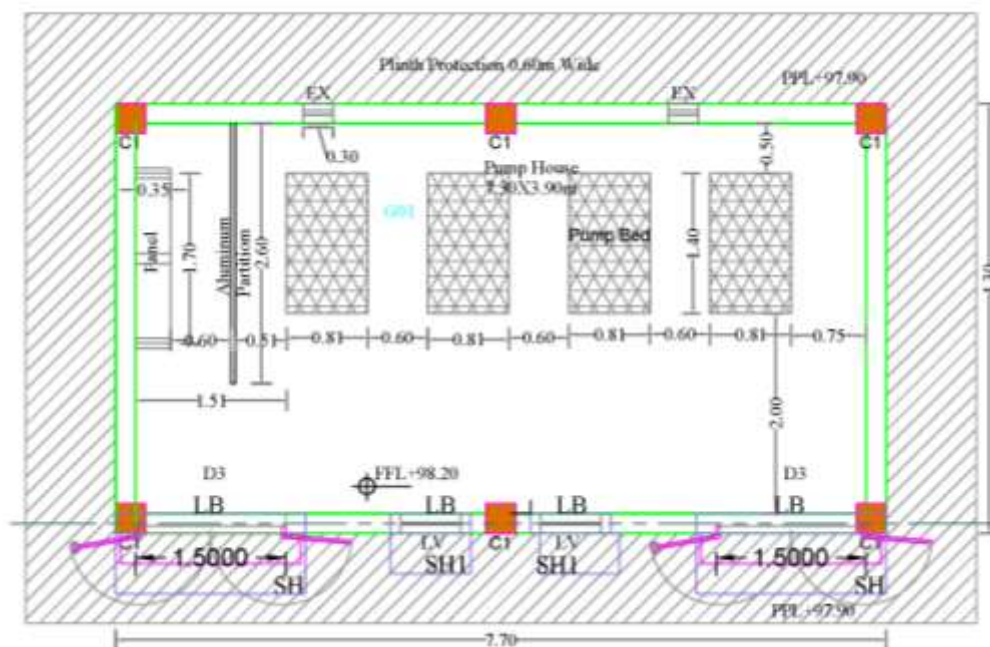
There will be one single intake pipeline made of HDPE to be installed to have the end of suction line at the depth of – 2.5metre from the LLTL with proper strainer at the end and anchoring to keep them in position against the tides. There will be set of concrete blocks each weighing 30kg to be kept at the top and bottom bolted with stainless steel bolts and nuts with suitable rubber padded grips to keep the block in position without moving. The entire pipeline



*NFBD Centre for Coastal
Aquaculture – Sea Water
Intake Pipeline with anchor
blocks*

will be 425 metres from the pumphouse to the suction end of the pipeline inside the sea. There will be 320 metres of pipelines requiring concrete block anchor at a spacing of 2 metre each to keep the pipelines in position at the bottom. As a part of installation, these blocks will be arranged in the pipeline and the whole pipeline will be moored in to the sea and immersed in position by suitable technical executors.

2. **Pump House:** A pump house to accommodate four numbers of 20 hp pumps has been planned to supply water to the reservoirs. For each intake system, there will be two pumps, one as working and the other as stand by.



NFDB Centre for Coastal Aquaculture – Pump House

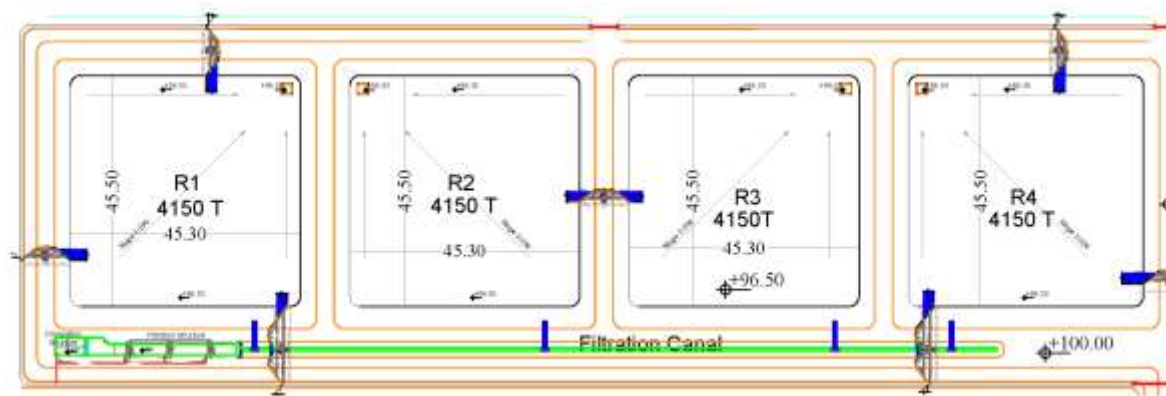


3. Main Water Supply Line: The water from the pump house will be carried over a distance of nearly 500 m through a set of pipelines to the reservoir ponds and to the primary circular reservoir separately but could be redirected to one another by a control system

3.4.5. Reservoir Systems for Sea Water

1. Reservoir Ponds

There will be a network of four reservoir ponds (R1, R2, R3 and R4), each of size 2060 m² with water storage capacity of 4150 m³. Total reservoir capacity will be 16600 m³. These reservoirs can meet the daily requirement of the two pond systems at a maximum water exchange of 20 percent per day. These are earthen ponds with HDPE Liner on the top covered for the entire inner side of the reservoir ponds.

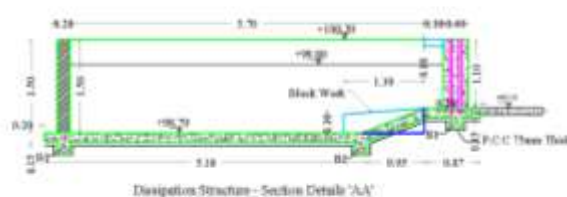
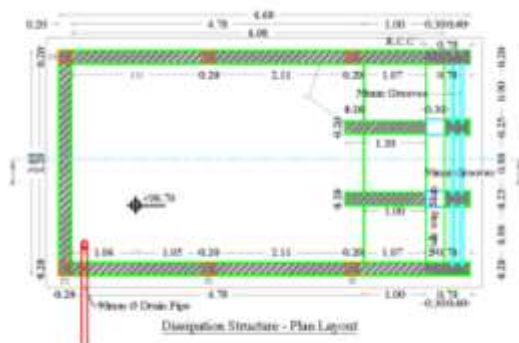


NFBD Centre for Coastal Aquaculture – Reservoir Pond



2. Dissipation box and Filtration system

These reservoirs will receive water from the sea through a sequence of dissipation box in the beginning with a three set of filtration systems having bag filter screens of different mesh sizes of 100 mesh, 80 mesh and 60 mesh in a sequence.



NFBD Centre for Coastal Aquaculture – Dissipation Box

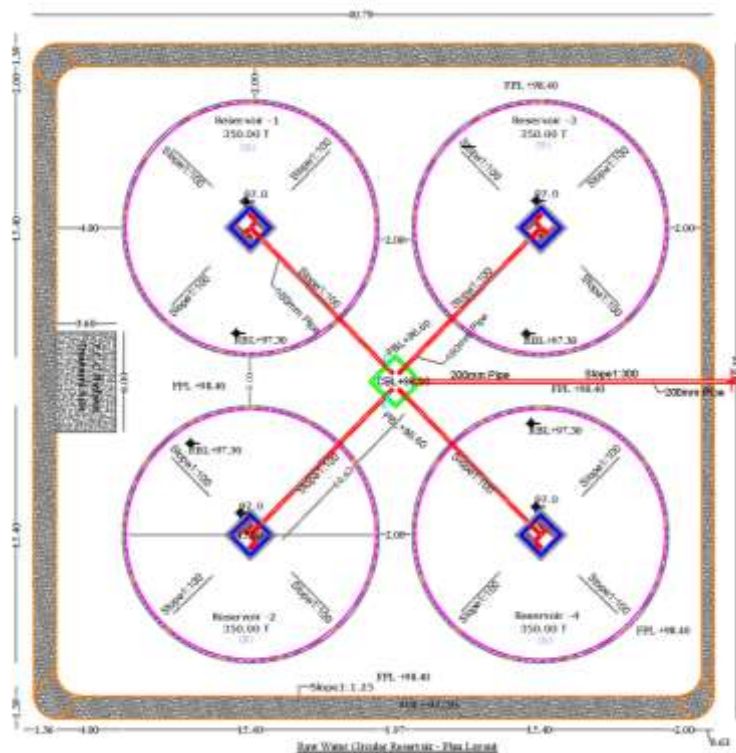


3. Feeder Canal and Inlets

Post filtration, water will be supplied to the individual reservoirs through inlet pipes installed in the HDPE lined open trapezoidal feeder canals. Water from the reservoirs will be pumped using water pumps directly in to the pond systems A and B through a network of pipelines and controls.

3.4.6. Primary Circular Reservoir Tanks

There will be a network of 4 reservoir tanks, each of which has 350T gross capacity. These reservoirs supply water to the secondary treated water reservoirs positioned in all the hatchery complexes, nursery complexes, Recirculating systems complexes,



NFBD Centre for Coastal Aquaculture
– Primary Circular Reservoir Tanks

Intensive circular grow out tank's complexes and other facilities in the project to be executed in different period of time in a sequence.



3.4.7. External Works

Many works have to be done as a common activity for effecting water supply and drainage system for process water, rainwater drainage system, Road systems, etc.,

a) Process water drainage system

It consists of a network of pipeline suitably connected from the used water treatment of individual units to carry the water to the sedimentation point of the ETP. These pipeline systems will have inspection chambers at suitable intervals, junction points and in direction change points.

b) Rainwater Drainage System

It is basically an earthen canal along the sides of the road to carry the rainwater to the exit point of ETP with proper crossing culvert pipes across all the roads.

c) Road System

There is a network of CC (Cement Concrete) roads in the project connecting all the individual units. The main road will be developed to 4 metres. Sub roads will be developed to 3m width.

3.4.8. Infrastructure for Electrification

To get the HT connection to the site and to carry the HT cable to the location of the transformer and further tapping to distribute to all facilities, we need the following infrastructure for the project:

a) Main Consumer EB yard

The HT power will be tapped at this point through VCB (Vacuum Circuit Breaker) and we need a platform to install them. It has to be protected by fencing all around with stone filling on the floor premises.

b) Pipe System for HT cable:

To carry the HT cable from the point of entry to the point of the Transformer Yard, hume pipes with inspection chambers at entry, exit, change of directions, periodical intervals of 25m along the straight directions have been planned.

c) Transformer Yard:

A fenced yard with platforms to keep the transformer has been planned at a central location.

d) MV Panel Room

To get the LT power tapping in to the system, set of equipment's and panel boards have to be installed for which as per standards the facility has been planned. To accommodate the generators, suitable platforms as per standards have been provided along with this facility.

3.4.9. ETP and Other Borrow pits

a) ETP:

This will be at a lower level and so it is a good source of soil for us and serve as borrow pit for the soil required for reservoirs, pond systems. Water from all the process facilities of the project will be drained in to the Effluent Treatment Ponds



before discharging them in to the creek. It will have two different sections as Sedimentation Ponds and Depuration Ponds. Water from all the Ponds will reach the sedimentation pond through a master drain culvert in the end of the master drain canal while the process water from nursery will reach through a network of drainage pipe system to this entry point of the sedimentation. From sedimentation, it will flow to the depuration ponds through a controlled sedimentation culvert structure, after which water will flow to the creek through a final ETP culvert control structure.

b) Water Body for Angling:

The location earmarked as borrow pit area will be converted in to a recreation facility for angling in future. For the time being the dykes will be formed around. It is designed to have a walkway and a garden around this facility in future.



4. Operation Details

The facilities in phase I will have the following production and support units

Production Units

1. Nursery Rearing tank Complexes 2 nos. for nursery rearing of Marine Fin Fish & crab. In the current analysis it has been considered that both the nurseries will be used for fish. This is due to the fact that the stake holders are not keen on using the concrete tanks for crab nurseries.
2. Two blocks of Grow out Earthen Ponds (Block-A & Block-B) for farming of marketable size Marine Fin Fish (Cobia, Pompano & Sea Bass) and Mud Crabs. In the case of marine fin fish Growout, Seabass production have been considered due to the demand by the stake holders. In the case of mud crab Growout ponds, pen type culture has been considered to offer flexibility from crablet to juvenile crab to market size of 250gms, 500gm, 750gm in the same pond.

Support Units

1. Water Management System: Sea Water Intake and Outlet Arrangements, Filtration, Fresh Water Supply with Pipelines, Outlet Channels.
2. Earthen Sea water Reservoir - 4 nos.
3. Raw seawater Circular Reservoir 1 no.
4. Effluent Treatment Plant

All the operation details in the different units specified above, their operational and biological parameters have been acquired through expert consultation and have been presented in the tables below to guide the cost calculation.

Fish Nursery Complex – 2 Nos

Table 4.1: Fish Nursery Biological & Operational Factors with Specification Details

S. No	Description	Quantity	Unit
	Species Proposed: Seabass/ Pompano/ Cobia		
	Indoor Nursery Tanks	Production Size: Weaned fry to 3gms	
1	Size of the tank (Working Capacity)	17	m ³
2	Number of tanks	16	Nos
3	Total Tank Working Capacity	271	m ³
4	Stocking density of the fry	1500	Nos/m3
5	Number of fish fry stocked in one tank	25,434	Nos
6	Survival rate from weaned fry to 3gm	80%	Percentage
7	Number of fishes Harvested from this tank	20,347	Nos
8	Total Production from the 16 Tanks	3,25,555	Nos
9	Fish ABW at the time of Harvest	3	gms
10	Total Production from the 16 Tanks	977	Kg
	Outdoor Nursery Tanks	Production Size: 3gms to 20gms	
1	Size of the tank (Working Capacity)	36	m ³
2	Number of tanks	16	Nos
3	Total Tank Working Capacity	579	m ³
4	Stocking density of the fry	562	Nos/m3
5	Number of fish fry stocked in one tank	20,347	Nos
6	Survival rate from 3gm to 20gm	80%	Percentage

S. No	Description	Quantity	Unit
7	Number of fishes Harvested from this tank	16,278	Nos
8	Total Production from the 16 Tanks	2,60,444	Nos
9	Fish ABW at the time of Harvest	20	gms
10	Total Production from the 16 Tanks	5,209	Kg
11	No of Cycle per Year	6	Cycles

Fish Growout Complex

Table 4.2: Fish Growout Biological & Operational Factors with Specification Details

S.No	Description	Quantity	Unit
	Species Proposed: Seabass		
	Growout Pond	Production Size: 20gms to 750gms	
1	Size of the Pond	1005	m ²
2	Number of Ponds	8	Nos
3	Total Tank Working Area	8,039	m ²
4	Stocking density	6	Nos/ m ²
5	Number of fishes stocked in one Pond	6,029	Nos
6	Survival Rate	80%	Percentage
7	Number of fishes Harvested from this Pond	4,823	Nos
8	Total Production from the 8 Ponds	38,588	Nos
9	No of Cycle per Year	2	Cycles

Crab Growout Complex

Table 4.3: Crab Growout Biological & Operational Factors with Specification Details

S. No	Description	Quantity	Unit
	Species Proposed: Mud Crab		
	Growout Pond	Production Size: 10gms to 500gms	
1	Size of the Pond	1005	m ²
2	Number of Ponds	8	Nos
3	Total Tank Working Area	8,039	m ²
4	Stocking density	3	Nos/ m ²
5	Survival Rate	80%	Percentage
6	Number of crabs stocked in one Pond	3,015	Nos
7	Number of crabs Harvested from this Pond	2,412	Nos
8	Total Production from the 8 Ponds	19,294	Nos
9	No of Cycles per Year	2	Cycles

5. Costing

5.1. Capital Cost Expenditure (CAPEX)

The cost of development of these facilities has been worked out as per the construction

Table 5.1: Capital Cost of Individual Infrastructure in the project

S.No.	Description	Total
1	Nursery Complex for Fish - Unit 1	
	(including Nursery area, reservoir, treatment cum blower cum panel room, used water treatment plant, office & staff accommodation, Freshwater tank, Septic Tank, overhead tank)	2,82,30,916
2	Nursery Complex for Fish - Unit 2	
	(including Nursery area, reservoir, treatment cum blower cum panel room, used water treatment plant)	2,10,22,376
3	Growout Ponds -Block A - for Crab (Lined only along the dyke)	
	(consisting of lined ponds, Office and staff accommodation, panel cum blower room, freshwater tank platform, septic tank)	2,41,86,443
4	Growout Ponds -Block B for Fish (Full Lined Pond)	1,18,54,735
5	Water Management System	
5.1	Sea Water Intake System	
	(consisting of Intake line, pump house and main water supply line)	1,36,33,835
5.2	Reservoir System	
	(consisting of Reservoir Ponds, Dissipation Box with Filtration System, Feeder Canals with Inlets, Sump for pumping)	1,53,47,515
5.3	Raw Water Circular Reservoir	57,60,861
6	Developmental Civil External Works	
	(including, Roads Process Water Drainage system and rainwater Drainage system including culverts)	2,01,01,449
7	Infrastructure for Electrification	
	(consisting of Street Light, Main Consumer EB yard, Pipe System for HT Cable, Transformer YARD, MV Panel room, Generator Bed)	1,99,98,338
8	ETP and Water Body for Angling	31,27,520
9	Admin Building	2,55,64,922
10	Preliminary Project Cost (Capitalized) on prorata for 36.52 acres	2,53,16,118
	Total Project Development Cost -Phase 1	21,41,45,027

5.2. Operation Cost Expenditure (OPEX)

All the operational expenses have been calculated in detail. All the production units require different types of raw material and it has been worked out as per the different quantities required at different period of time during the cycle and the same is presented

5.2.1. Operational Cost Estimates for Fish Nursery – Unit 1

The planned size of production of Seabass in Nursery is 20gm fish for six cycle per year in 16 numbers of 17 m³ indoor and 36 m³ of 16 number outdoor tank for the production.

Table 5.2: Operation Cost for Fish Nursery – Unit 1

S. No.	Description	Unit	Quantity	Cost / Unit (Rs.)	Amount (Rs.)	Percentage (%)
1.0	Tank Preparation (Cleaning, Disinfection and filling)					
1.1	Nursery Indoor System	Mandays	5	1,000	5,000	0.18%
1.2	Nursery Outdoor System	Mandays	5	1,000	5,000	
2.0	Fry Cost					
2.1	Nursery - Indoor system	Nos	4,06,944	7.5	30,52,080	54%
2.2	Nursery - Outdoor system (Transferred from Indoor)			No cost		
3.0	Feed Cost					
3.1	Nursery Feed (Indoor)	Kg	1,465	300	4,39,500	29.10%
3.2	Artificial feed attractant	LS	1	30,000	30,000	
3.3	Nursery Feed (Outdoor)	Kg	7,813	150	11,72,000	
4.0	Chemical & probiotic cost					
4.1	Probiotics	Kg	30	5,000	1,50,000	3%
5.0	Power Cost					
5.1	Pumping Cost - From Nursery Reservoir to Tanks					
	Initial Water Filling	Unit	191	3.85	736	3.86%
	Water Exchange (80% 2 times per day)	Unit	18,360	3.85	70,700	
5.2	Pumping Cost - From Main Reservoir to Nursery Reservoir					
	Initial Water Filling	Unit	159	3.85	614	

S. No.	Description	Unit	Quantity	Cost / Unit (Rs.)	Amount (Rs.)	Percentage (%)
	Water Exchange (80% 2 times per day)	Unit	15,300	3.85	59,000	
5.2	Pumping Cost - From Sea to Main Reservoir					
	Initial Water Filling	Unit	64	3.85	245	
	Water Exchange (80% 2 times per day)	Unit	6,120	3.85	23,600	
5.4	Blower operation	Unit	10,800	3.85	41,600	
5.5	Lighting & Domestic	Unit	5,370	3.85	20,700	
5.6	Freshwater Pumping	Unit	68	3.85	300	
5.7	UWTP Pumping	Unit	90	3.85	400	
6.0	Over Heads Expenditures					
6.1	Salaries and wages (per crop cycle of 2 month)					
a)	Accountant/ Administrative Staff - 1Nos	Days	30	833	25,000	2.75%
b)	Technical Assistant - 1Nos	Days	60	1,000	60,000	
c)	Workers - 2Nos	Days	120	583	70,000	
6.2	Harvesting & Marketing expenditure	LS	1	10,000	10,000	
6.3	Furnitures & Other Consumables	LS	1	30,000	30,000	
6.4	Fuel & Vehicle Maintenance	LS	1	5,000	5,000	1.07%
6.5	Medical & insurance	Nos	1	5,000	5,000	
6.6	Sundry expenses - 5% of above	Percent	1	5	10,250	
7.0	LEASE COST					
7.1	Lease Cost of the facility per cycle	Percent	0.8	2,82,30,916	2,35,258	4%
7.2	Depreciation per cycle	LS	1	1,19,007	1,19,007	2%
	Total Operational Cost per Cycle				56,40,990	100.0%

5.2.2. Operational Cost Estimates for Fish Nursery – Unit 2

The planned size of production of Seabass in Nursery is 20gm fish for six cycle per year in 16 numbers of 17 m3 indoor and 36 m3 of 16 number outdoor tank for the production.

Table 5.3: Operation Cost for Fish Nursery – Unit 2

S. No.	Description	Unit	Quantity	Cost / Unit (Rs.)	Amount (Rs.)	Percentage (%)
1.0	Tank Preparation (Cleaning, Disinfection and filling)					
1.1	Nursery Indoor System	Mandays	5	1,000	5,000	0.21%
1.2	Nursery Outdoor System	Mandays	5	1,000	5,000	
2.0	Fry Cost					
2.1	Nursery - Indoor system	Nos	4,06,944	7.5	30,52,100	65%
2.2	Nursery - Outdoor system (Transferred from Indoor)			No cost		
3.0	Feed Cost					
3.1	Nursery Indoor system	Kg	1,172	150	1,75,800	19.38%
3.2	Artificial feed attractant	LS	1	20,000	20,000	
3.3	Nursery Outdoor system	Kg	6,511	110	7,16,300	
4.0	Chemical & probiotic cost					
4.1	Probiotics	Kg	10	5,000	50,000	1%
5.0	Power Cost					
5.1	Pumping Cost - From Nursery Reservoir to Tanks					4.22%
a)	Initial Water Filling	Unit	191	3.85	736	
b)	Water Exchange (80% 2 times per day)	Unit	18,360	3.85	70,700	
5.2	Pumping Cost - From Main Reservoir to Nursery Reservoir					
a)	Initial Water Filling	Unit	159	3.85	614	
b)	Water Exchange (80% 2 times per day)	Unit	15,300	3.85	59,000	
5.2	Pumping Cost - From Sea to Main Reservoir					
a)	Initial Water Filling	Unit	64	3.85	245	

S. No.	Description	Unit	Quantity	Cost / Unit (Rs.)	Amount (Rs.)	Percentage (%)
b)	Water Exchange (80% 2 times per day)	Unit	6,120	3.85	23,600	
5.3	Blower operation		10,800	3.85	41,600	
5.4	Lighting & Domestic	Unit	492	3.85	1,900	
5.5	UWTP Pumping	Unit	90	3.85	400	
6.0	Over Heads Expenditures					
6.1	Salaries and wages (per crop cycle of 2 month)					
b)	Accountant/ Administrative Staff - 1Nos	Days	30	833	25,000	3.29%
c)	Technical Assistant - 1Nos	Days	60	1,000	60,000	
c)	Workers - 2Nos	Days	120	583	70,000	
6.2	Harvesting & Marketing expenditure	LS	1	10,000	10,000	1.28%
6.3	Furnitures & Other Consumables	LS	1	30,000	30,000	
6.4	Fuel & Vehicle Maintenance	LS	1	5,000	5,000	
6.5	Medical & insurance	Nos	1	5,000	5,000	
6.6	Sundry expenses- 5% of above	Percent	1	5	10,250	
7.0	LEASE COST					
7.1	Lease Cost of the facility per cycle	Percent	0.8	2,10,22,376	1,75,186	4%
7.2	Depreciation per cycle	LS	1	91,975	91,975	2%
	Total Operational Cost per Cycle				47,05,407	100.0%

5.2.3. Operational Cost Estimates for Fish Growout

The planned size of production of Seabass in Growout is 750gm fish for two cycle per year in 8 numbers of 0.1Ha pond for the production.

Table 5.4: Operation Cost for Fish Growout

S. No.	Description	Unit	Quantity	Cost / Unit (Rs.)	Amount (Rs.)	Percentage (%)
1.0	Pond Preparation (Cleaning, Disinfection and filling)					
1.1	Growout Pond Preparation	Mandays	10	1,000	10,000	0.11%
2.0	Seed Cost					
2.1	Cost of 20gm of fish	Nos	48,235	35	16,88,300	19.36%
3.0	Feed Cost					
3.1	Feed	Kg	43,412	110	47,75,400	54.77%
4.0	Chemical & probiotic cost					
4.1	Probiotics	LS	1	20,000	20,000	0.23%
5.0	Power Cost					
5.1	Pumping Cost - From Reservoir to Pond					7.54%
a)	Initial Water Filling	Unit	201	3.85	800	
b)	Water Exchange (60% per day)	Unit	21,706	3.85	83,600	
5.2	Pumping Cost - From Sea to Pond					
a)	Initial Water Filling	Unit	151	3.85	600	
b)	Water Exchange (60% per day)	Unit	16,279	3.85	62,700	
5.3	Aeration Equipment	Unit	1,16,640	3.85	4,49,100	
5.4	Lighting & Domestic	Unit	15,840	3.85	61,000	
6.0	Over Heads Expenditures					
6.1	Salaries and wages (per crop cycle of 6 month)					
a)	Technical Supervisor - 1Nos	Month	6	30,000	1,80,000	6.19%
b)	Accountant/ Administrative Staff - 1Nos	Month	6	25,000	1,50,000	

S. No.	Description	Unit	Quantity	Cost / Unit (Rs.)	Amount (Rs.)	Percentage (%)
c)	Workers - 2Nos	Month	12	17,500	2,10,000	
6.2	Furnitures & Other Consumables	LS	1	50,000	50,000	1.33%
6.3	Fuel & Vehicle Maintenance	LS	6	5,000	30,000	
6.4	Medical & insurance	Nos	1	5,000	5,000	
6.5	Sundry expenses - 5% of above	Percent	1	5	31,250	
7.0	LEASE COST					
7.1	Lease Cost of the facility per cycle	Percent	2.5	2,41,86,443	6,04,661	7%
7.2	Depreciation per cycle	LS	1	3,06,014	3,06,014	4%
	Total Operational Cost per Cycle				87,18,425	100.00%

5.2.4. Operational Cost Estimates for Crab Growout

The planned size of production of Crab in Growout is 500gm fish for two cycle per year in 8 numbers of 0.1Ha pond for production.

Table 5.5: Operation Cost for Crab Growout

S. No.	Description	Unit	Quantity	Cost / Unit (Rs.)	Amount (Rs.)	Percentage (%)
1.0	Pond Preparation (Cleaning, Disinfection and filling)					
1.1	Hapa for Crab (based 8 cycle lifetime)	Prorata	30	5,000	1,50,000	5.91%
1.2	Crab fencing (based 8 cycle lifetime)	Prorata	160	100	16,000	
1.3	Growout Pond Preparation	Mandays	10	1,000	10,000	
1.4	Hideouts (based 8 cycle lifetime)	LS	1	1,00,000	1,00,000	
2.0	Crablet Cost					
2.1	Cost of 10gm crablets	Nos	24,117	25	6,03,000	12.92%
3.0	Feed Cost					
3.2	Wet Feed (Grinded trash fish & Clams)	Kg	57,882	35	20,25,900	43.41%
4.0	Chemical & probiotic cost					

S. No.	Description	Unit	Quantity	Cost / Unit (Rs.)	Amount (Rs.)	Percentage (%)
4.1	Algae developing chemicals	LS	1	15,000	15,000	0.64%
4.2	Lime - Ph adjustment	LS	1	15,000	15,000	
5.0	Power Cost					
5.1	Pumping Cost - From Reservoir to Pond					13.57%
	Initial Water Filling	Unit	151	3.85	600	
	Water Exchange (50% 2 time a day)	Unit	27,132	3.85	1,04,500	
	Pumping Cost - From Sea to Reservoir					
	Initial Water Filling	Unit	113	3.85	500	
	Water Exchange (50% 2 time a day)	Unit	20,349	3.85	78,400	
5.3	Aerator	Unit	1,16,640	3.85	4,49,100	
6.0	Over Heads Expenditures					
6.1	Salaries and wages (per crop cycle of 6 month)					
a)	Technical Supervisor - 1Nos	Month	6	30,000	1,80,000	11.57%
b)	Accountant/ Administrative Staff - 1Nos	Month	6	25,000	1,50,000	
c)	Workers - 2Nos	Month	12	17,500	2,10,000	
6.2	Furnitures & Other Consumables	LS	1	50,000	50,000	2.04%
6.3	Fuel & Vehicle Maintenance	LS	1	10,000	10,000	
6.4	Medical & insurance	Nos	1	5,000	5,000	
6.5	Sundry expenses - 5% of above	Percent	1	5	30,250	
7.0	LEASE COST					
7.1	Lease Cost of the facility per cycle	Percent	3	1,18,54,735	2,96,368	6%
7.2	Depreciation per cycle	LS	1	1,67,282	1,67,282	4%
	Total Operational Cost per Cycle				46,66,900	100.00%

5.2.5. Operational Cost Estimates for Water Management System

Project smooth operation depends upon the water management system like pump house, water intake system, beach borewell systems

Table 5.6: Operation Cost for Water Management System

S. No.	Description	Unit	Quantity	Cost / Unit (Rs.)	Amount (Rs.)	Percentage (%)
1.0	Power Cost					
1.3	Pump House - Ligthing	Unit	366	3.85	1,500	0.03%
2.0	Over heads expenditures					
2.1	Salaries and wages					
a	Technical Assistant - 1Nos	Month	12	30,000	3,60,000	24.75%
b	Accountant/ Adminstrative Staff - 1Nos	Month	12	25,000	3,00,000	
c	Workers - 2Nos (Pump Operators)	Month	24	17,500	4,20,000	
2.2	Utilities & Other Consumables	LS	12	10,000	1,20,000	5.57%
2.3	Medical & insurance	Nos	12	5,000	60,000	
2.4	Sundry expenses - 5% of above	Percent	1	5	63,000	
3.0	LEASE COST					
3.1	Lease Cost of the facility per Year	Percent	5	3,47,42,211	17,37,111	39.81%
3.2	Depreciation per year	LS	1	13,01,586	13,01,586	29.83%
	Total Operational Cost per Year				43,63,196	100.00%

5.2.6. Operational Cost Estimates for Civil External Works

Civil External works consist of road networks, rainwater harvesting, crossing culverts

Table 5.7: Operation Cost for Civil External Works

S. No.	Description	Unit	Quantity	Cost / Unit (Rs.)	Amount (Rs.)	Percentage (%)
1.0	Over heads expenditures					
1.1	Salaries and wages					
a)	Facility Manager - 1Nos	Month	12	1,00,000	12,00,000	49.68%
b)	Technical Assistant - 1Nos	Month	12	25,000	3,00,000	
c)	Workers - 1Nos	Month	12	17,500	2,10,000	
1.2	Utilities & Other Consumables	LS	12	10,000	1,20,000	7.98%
1.3	Medical & insurance	Nos	12	5,000	60,000	
1.4	Sundry expenses - 5% of above	Percent	1	5	94,500	
2.0	LEASE COST					
2.1	Lease Cost of the facility per Year	Percent	5	2,01,01,449	10,05,072	29.20%
2.2	Depreciation per year	LS	1	4,52,283	4,52,283	13.14%
	Total Operational Cost per Year				34,41,855	100.00%

5.2.7. OPERATIONAL COST ESTIMATES FOR INFRASTRUCTURE FOR ELECTRIFICATION

Table 5.8: Operation Cost for Infrastructure for Electrification

S. No.	Description	Unit	Quantity	Cost / Unit (Rs.)	Amount (Rs.)	Percentage (%)
1.0	Power Cost					
1.1	Electricity for MV Panel Room	Unit	48,180	3.85	1,85,500	13.69%
1.1	Electricity for Operating Street Lights - (1Unit 16.5Kw working for 8hrs per annum)	Unit	48,180	3.85	1,85,500	
2.0	Over heads expenditures					
2.1	Salaries and wages					
c)	Technical Assistant - 1Nos	Month	12	25,000	3,00,000	18.82%

S. No.	Description	Unit	Quantity	Cost / Unit (Rs.)	Amount (Rs.)	Percentage (%)
e)	Workers - 1Nos	Month	12	17,500	2,10,000	
2.2	Utilities & Other Consumables	LS	12	10,000	1,20,000	13.96%
2.3	Medical & insurance	Nos	12	18,000	2,16,000	
2.4	Sundry expenses	Percent	1	5	42,300	
3.0	LEASE COST					
3.1	Lease Cost of the facility per Year	Percent	5	1,99,98,338	9,99,917	36.91%
3.2	Depreciation per year	LS	1	4,49,963	4,49,963	16.61%
	Total Operational Cost per Year				27,09,180	100.00%

5.2.8. Operational Cost Estimates for ETP And Water Body Angling

Table 5.9: Operation Cost for Infrastructure for Electrification

S. No.	Description	Unit	Quantity	Cost / Unit (Rs.)	Amount (Rs.)	Percentage (%)
1.0	Power Cost					
1.1	Electricity for Operating ETP Pump - (1 Units 16.5Kw working for 8hrs per day for 1 year)	Unit	48,180	3.85	1,85,500	13.89%
2.0	Over heads expenditures					
2.1	Salaries and wages					
a)	Workers - 1Nos (ETP Pump Operator)	Month	12	17,500	2,10,000	15.73%
2.2	Utilities & Other Consumables	LS	12	10,000	1,20,000	27.21%
2.3	Medical & insurance	Nos	12	18,000	2,16,000	
2.4	Sundry expenses	Percent	1	5	27,300	
3.0	LEASE COST					
3.1	Lease Cost of the facility per Year	Percent	5	31,27,520	1,56,376	11.71%
3.2	Depreciation per year	LS	1	4,20,093	4,20,093	31.46%
	Total Operational Cost per Year				13,35,269	100.00%

5.3. Cost Summary

Table 5.13: Revenue pattern

The revenue for the project will be generated through sale of different outputs from the production units and the lease of land and as appropriate. Different streams of fund generation are as below

S. No.	Components of Aqua Park	Capacity per Cycle	Cost of Production per Unit	Unit	Mode of Revenue	Revenue per Year	Profit per Year
1	Nursery Complex for Fish Unit 1						
1.1	Indoor Nursery	3,25,555	-	-	-	-	
1.2	Outdoor Nursery	2,60,444	25.26	Per 20gm Fish	sale of 20gm fish @ 35 per fish	5,46,93,274	1,52,18,206
2	Nursery Complex for Fish Unit 2						
2.1	Indoor Nursery	3,25,555	-	-	-	-	
2.2	Outdoor Nursery	2,60,444	21.07	per 20gm Fish	sale of 20gm fish @ 35 per fish	5,46,93,274	2,17,65,321
3	Growout Ponds - for Fish	38,588	263.51	per 750gm Fish	sale of 750gm fish @ 325 per fish	2,50,82,054	47,45,176
4	Growout Ponds - for Crab	19,294	282.11	per 500gm Crab	Sale of 500gm crab @350 per crab	1,35,05,722	26,19,559
	Total Amount					14,79,74,323	4,43,48,262

As per the estimates made, the estimated operational cost to run the project per year would be **Rs.14.79 crores** and expected profitability on operation could be **Rs.4.43 crores**.

5.4. Staffing Pattern

Human resource is the most important asset of a project. The planning of manpower ensures adequate supply, proper quality and quantity as well as effective utilization. Manpower planning is the process by which management determines how an organization should move from its current manpower position to its desired manpower positions through planning, management, strives to have the right place at the right time to do the things that in both the organization and the individual getting long time benefits.

Table 5.14: Staffing pattern

S. No.	Working Department	Facility Manager	Technical Assistant / Technician	Accountant / Administrative Staff	Workers	Total Manpower Building Wise
1	Fish Nursery Unit	1	1	1	2	4
2	Fish Nursery Unit		1		2	3
3	Fish Growout Unit		1	1	2	4
4	Crab Growout Unit		1	1	2	4
5	Water Management System		1	1	2	5
6	External Infrastructure		1		1	2
7	General Electrification		1		1	2
8	ETP				1	1
	Total	1	7	4	13	25

6. Equipment & Machinery

The Following table indicates the Equipment and machinery installed in the project for various operations like pumping, filtration, aeration, etc.

Table 6.1 Equipment List

S. No	Description	Make	Unit	Quantity
1.	ISI marked mono block pump set capable of delivering Sea water for following discharges and head (nominal), operated on 415 volts, 50 Hz, 3 phase AC supply as required. Horizontal centrifugal end suction Pump, 3Phase, 200m ³ /hr, 20m Head, Material of Construction Stainless Steel 316 - Shaft, Impeller, Casing. Shaft Seal type -Mechanical Seal, Pump Body- Nickel Cast Iron for Sea Water intake	Lubi, Model: LBSS 125-250, 20 hp, 150 mm x 125 mm, MOC SS316	Nos	4
2.	Sand filter, spherical in shape made of Fibre reinforced Plastic (FRP) with UV resistant surface finish and internal surface of the tank is finished with water resistant resin with top mounted multiport valve with complete all accessories as required for Raw water circular Reservoir	Emaux, Top mount filter, 2.0" valve, 20m ³ /hr capacity filter	Nos	2
3.	Sand filter media	-	Kgs	500
4.	Activated carbon filter, spherical in shape made of Fibre reinforced Plastic (FRP) with UV resistant surface finish and internal surface of the tank is finished with water resistant resin with top mounted multiport valve with complete all accessories as required for Raw Water circular Reservoir	Emaux, Top mount filter, 2.0" valve, 20m ³ /hr capacity filter	Nos	2
5.	Activated carbon filter media	-	Kgs	500

S. No	Description	Make	Unit	Quantity
6.	Mono block pump set capable of delivering Sea water for following discharges and head (nominal), operated on 415 volts, 50 Hz, 3 phase AC supply as required. centrifugal Pump, 20m ³ /hr, 3Phase, 25m Head, Material of Construction Material of Construction Stainless Steel 316 - Shaft, Impeller, Casing. Shaft Seal type -Mechanical Seal, Pump Body-Nickel Cast Iron for Raw Water circular Reservoir	Lubi, Model: LBS 40-125, 5 hp, 65 mm x 40 mm, MOC SS316	Nos	2
7.	Mono block pump set capable of delivering Sea water for following discharges and head (nominal), operated on 415 volts, 50 Hz, 3 phase AC supply as required. centrifugal Pump, 150m ³ /hr, 3Phase, 20m Head, Material of Construction Stainless Steel 316 - Shaft, Impeller, Casing. Shaft Seal type -Mechanical Seal, Pump Body-Nickel Cast Iron for Reservoir pond	Lubi, Model: LBSS 125-250, 20 hp, 150 mm x 125 mm, MOC SS316	Nos	4
8.	Regenerative blower set capable of Airflow 800m ³ /hr, Outlet pressure 570 Mbar, Inlet pressure -360 Mbar, direct diver, single stage operated on 415 volts, 50 Hz, 3 phase AC supply as required. 3Phase, 10HP, 800m ³ /hr air flow and 2880 RPM Regenerative Blower for Outdoor Nursery for Fish	Cleantek, Model:10A, 10HP Regenerative blower at 800m ³ /hr air flow	Nos	2
9.	Mono block pump set capable of delivering Sea water for following discharges and head (nominal), operated on 415 volts, 50 Hz, 3 phase AC supply as required. centrifugal Pump, 10m ³ /hr, 3Phase, 20m Head, Material of Construction Stainless Steel 316 - Shaft, Impeller, Casing. Shaft Seal type -Mechanical Seal, Pump Body-Nickel Cast Iron for outdoor Nursery Treatment Room for Fish	Lubi, Model: LBS 32-125, 3 hp, 50 mm x 32 mm, MOC SS316	Nos	2
10.	6" filter Diameter, 29" height Bag housing made of polypropylene, inner basket made of polypropylene as required. Bag Housing with Inner basket, Pressure Gauge with NPT adaptor,	FSI, Model: X100	Nos	4

S. No	Description	Make	Unit	Quantity
	Plastic leg for housing for outdoor Nursery Treatment Room for Fish			
11.	Polypropylene bag filter 6" diameter, 20"length as required.10µm filter Bag for outdoor Nursery Treatment Room for Fish	FSI, Model: X01	Nos	50
12.	Polypropylene bag filter 6" diameter, 20"length as required.5µm filter Bag for outdoor Nursery Treatment Room	FSI, Model: X01	Nos	50
13.	20m ³ /hr capacity, 125 PSI, 155 watts 2 UV lamps, Inlet & Outlet size of 2". Making of UV radiator at SS 316 and Control panel at SS 304 complete as required for outdoor Nursery Treatment Room for Fish	Hitech Ultraviolet Pvt Ltd, Model: GI 80HP, Max flow rate 2000LPH	Nos	1
14.	Booster pump set capable of delivering fresh water for following discharges and head (nominal), operated on 415 volts, 50 Hz, 1 phase AC supply as required. centrifugal Pump, 10m ³ /hr, 3Phase, 6m Head, Material of Construction Stainless Steel 416 - Shaft, Cast Iron-Impeller, Casing. Shaft Seal type - Mechanical Seal, Pump Body-Nickel Cast Iron for outdoor Nursery Fresh water sump for Fish	Lubi, Model: LBI 1A, 2 hp, 50 mm x 50 mm, MOC SS410	Nos	1
15.	Regenerative blower set capable of Airflow 800m ³ /hr, Outlet pressure 570 Mbar, Inlet pressure -360 Mbar, direct diver, single stage operated on 415 volts, 50 Hz, 3 phase AC supply as required. 3Phase, 10HP, 800m ³ /hr air flow and 2880 RPM Regenerative Blower for Outdoor Nursery for Crab	Cleantech, Model:10A, 10HP Regenerative blower at 800m ³ /hr air flow	Nos	2
16.	Mono block pump set capable of delivering Sea water for following discharges and head (nominal), operated on 415 volts, 50 Hz, 3 phase AC supply as required. Centrifugal Pump, 10m ³ /hr, 3Phase, 20m Head, Material of Construction Stainless Steel 316 - Shaft, Impeller, Casing. Shaft Seal type -Mechanical	Lubi, Model: LBS 32-125, 3 hp, 50 mm x 32 mm, MOC SS316	Nos	2

S. No	Description	Make	Unit	Quantity
	Seal, Pump Body-Nickel Cast Iron for outdoor Nursery Treatment Room for Crab			
17.	6" filter Diameter, 29" height Bag housing made of polypropylene, inner basket made of polypropylene as required. Bag Housing with Inner basket, Pressure Gauge with NPT adaptor, Plastic leg for housing for outdoor Nursery Treatment Room for Crab	FSI, Model: X100	Nos	4
18.	Polypropylene bag filter 6" diameter, 20"length as required.10µm filter Bag for outdoor Nursery Treatment Room for Crab	FSI, Model: X01	Nos	50
19.	Polypropylene bag filter 6" diameter, 20"length as required.5µm filter Bag for outdoor Nursery Treatment Room for Crab	FSI, Model: X01	Nos	50
20.	20m ³ /hr capacity, 125 PSI, 155 watts 2 UV lamps, Inlet & Outlet size of 2". Making of UV radiator at SS 316 and Control panel at SS 304 complete as required for outdoor Nursery Treatment Room for Crab	Hitech Ultraviolet Pvt Ltd, Model: GI 80HP, Max flow rate 2000LPH	Nos	1
21.	Booster pump set capable of delivering fresh water for following discharges and head (nominal), operated on 415 volts, 50 Hz, 1 phase AC supply as required. Centrifugal Pump, 10m ³ /hr, 3Phase, 6m Head, Material of Construction Stainless Steel 416 - Shaft, Cast Iron-Impeller, Casing. Shaft Seal type - Mechanical Seal, Pump Body-Nickel Cast Iron for outdoor Nursery Fresh water sump for Crab	Lubi, Model: LBI 1A, 2 hp, 50 mm x 50 mm, MOC SS410	Nos	1
22.	Aerator set with suitable 4 nos of paddle wheel and suitable motor operated on 415 volts, 50 Hz, 3 phase AC supply as required. 3Phase, 2HP, 4 Nos Paddle wheel Aerator for Growout ponds for Fish	Sagar	Nos	16

S. No	Description	Make	Unit	Quantity
23.	Roots blower set capable of Airflow 1300m ³ /hr, 0.2 kg/cm ² , direct diver, single stage operated on 415 volts, 50 Hz, 3 phase AC supply as required for Growout ponds for Fish	TMVT, Model: 3MTL-150, 20HP Roots blower at 1300m ³ /hr air flow	Nos	2
24.	Aerator set with suitable 4 nos of paddle wheel and suitable motor operated on 415 volts, 50 Hz, 3 phase AC supply as required. 3Phase, 2HP, 4 Nos Paddle wheel Aerator for Growout ponds for Crab	Sagar	Nos	16
25.	Roots blower set capable of Airflow 1300m ³ /hr, 0.2 kg/cm ² , direct diver, single stage operated on 415 volts, 50 Hz, 3 phase AC supply as required for Growout ponds for Crab	TMVT, Model: 3MTL-150, 20HP Roots blower at 1300m ³ /hr air flow	Nos	2
26.	Submersible pump set capable of delivering water for following discharges and head (nominal), operated on 415 volts, 50 Hz, 3 phase AC supply as required. 20m ³ /hr, 3Phase, 10m Head, Material of Construction Stainless Steel 416 - Shaft, GCI-Impeller and Casing. Shaft Seal type -Mechanical Seal, Pump Body for ETP	Lubi, Model: LFP 3215F, 2 hp, 80 mm MOC SS410	Nos	2

7. SWOT Analysis

SWOT analysis is a method to assess a project's strengths, weaknesses, opportunities, and threats. It helps stakeholders identify which areas of a project to focus on as well as potential risks to address in advance.

S

Strengths

- The site is well covered with water sources of brackish water at Northern part of the site, Mahendra Tanaya River
- The site has access to Sea water at eastern side of Bay of Bengal through a pumping station built up near the sea with one direct sea water intake system and one beach borewell system.
- The site has got an access to freshwater from southern side of the site. within the site currently there is borewell to supply the water requirement for all potable purpose.

W

Weakness

- Intake system of sea water pumps being remote, may require additional cost on management potable purpose.
- Access road passing through village may have some limitations in future on the timings of transport
- water salinity in the sea may drop during high rains seasons due to Mahendra Tanaya river nearby



Opportunities

- Additional area could be developed in phase 2 and phase 3 based on forward and backward linkages required for the phase 1 infrastructure effectiveness.
- Scaling up the production is possible by increasing the densities as all infrastructure of seawater, power is available in excess capacities
- Development of hatcheries in phase 2 would help in immediate availability of fry to nurseries and that will improve the returns
- Site being close to Orissa with good brackish water resources would help in the selling of seabass fry and fingerling in large quantities.
- Crablet, juvenile crab requirement is also high for the crab industry in Orissa and Andhra and so selling could be improved by using all the grow out facility for different sized crablets and juvenile Crabs.



Threats

- Marketing could be affected in certain seasons which may affect the sales
- Sale price may change due to Market competition if any
- Cost price of fry to be purchased from the existing hatcheries could fluctuate and it may adversely affect the economics

8. Discussion and Conclusion

As per the workings done considering the inputs from the experts in the Industry globally, we can conclude that,

- Fingerling production of seabass is economically feasible and in the two-nursery facility created we can produce nearly **3.12 Million** nos at **20 gm**, creating a revenue of **Rs.10.93 Crores** and profitability of **Rs.3.70 Crores** in two nurseries per year.
- In Growout we can produce nearly **77,000** nos at **750 gm** of seabass in growout creating a revenue **2.50 Crores** and profitability of **47.45 lakhs** in growout per year. If Pompano is reared then the production capacity will be around 1,12,500 nos at 500 gm size and if cobia is reared then the production capacity will be around 22,500 nos at 2.5 kg size or a combination of the above.
- In the case of Mud Crab growout we can produce nearly **38,500** nos at **500gm** creating a revenue of **Rs.1.35 Crores** and profitability of **Rs.26.20 Lakhs** per year.

The total revenue generated from the above facilities is **Rs.14.79 Crores** and the profitability is **Rs 4.43 Crores** per year.