



REQUEST FOR PROPOSAL

SELECTION OF A FIRM FOR UNDERTAKING THE
ESTABLISHMENT AND OPERATION OF FISH SEED FARM AT
KARANJA, BIDAR KARNATAKA

JULY
2022



Prepared for:

Department of Fisheries
Government of Karnataka

Black Brix

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1. 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 their 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 Department of Fisheries, Government of Karnataka 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 pursuant to this RFP (the "Bid"). 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 this RFP, especially the [Feasibility Report], may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not 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 in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise

howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, 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.

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SELECTION OF A FIRM FOR UNDERTAKING ESTABLISHMENT AND OPERATION OF FISH SEED PRODUCTION AND REARING CENTER, KARANJA, ON PPP MODEL

2. Notice Inviting the Tender

Notice Inviting Tender (NIT) for Selection of a firm for undertaking Establishment and Operation of Fish Seed Production and Rearing Centre, Karanja, Bidar on PPP Mode

The Authority	Directorate of Fisheries, Government of Karnataka 3rd Floor, Podium Block, VV Centre, Dr Ambedkar Road, Bangalore 560001 Email: dfkarnataka@rediffmail.com Website: https://fisheries.karnataka.gov.in Telephone: 080-22864681, Fax: 080-22864619	
Call for Tenders	On behalf of the Government of Karnataka, the Director, Office of the Directorate of Fisheries, invites interested firms/companies to submit e-Tenders for undertaking "Establishment and Operation of Fish Seed Production and Rearing Centre, Karanja, Bidar" on a Public-Private Partnership basis.	
Advice to the Bidders	Bidders are advised to study this RFP document carefully before submitting their Bids in response to the NIT Notice. Submission of a Bid in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. This RFQ-cum-RFP document is non-transferable	
Document Fee	INR 2,500/- (Including GST)	
Queries	Bidders shall have to post queries by email to dfkarnataka@rediffmail.com or neethi@blackbrix.com Please keep the subject of the query email as- "Query for RFP Document - Selection of a firm for undertaking Establishment and Operation of Fish Seed production and Rearing Centre, Karanja, Bidar on PPP Mode"	
Schedule	Publication of the RFP Document	06/07/2022
	Last Date for receiving queries	16/07/2022 at 12:00 hrs
	Pre-Bid Conference	18/07/2022 at 15:00 hrs
	Authority Responses to the Queries latest by	18/07/2022
	Last date for Bid Submission (Online)	26/07/2022 by 23:59:59
	Deadline for submission of Hard copy of Technical Bids at the Directorate of Fisheries office, along with documents	28/07/2022 by 13:00 hrs
	Date and Time for opening of Technical Bid Submission on the Karnataka Public Procurement Portal	28/07/2022 - 15:00 hrs
	Date and Time for Presentation on Technical Proposal (Approach & Methodology)	Shall be intimated by the Authority
	Date and Time for Opening of Financial Bids	Shall be intimated by the Authority

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Address of the Authority	The Director Directorate of Fisheries, Podium Block, Vishweshwaraiah Centre Dr Ambedkar Road, Bengaluru-560001
Website to download the RFP Document	https://eproc.karnataka.gov.in/
Earnest Money Deposit	INR 1,25,000 To be deposited online on E-Procurement portal RTGS/NEFT
Contact Person	Ms. Neethilavanya K Consultant, Black Brix™ Phone - +91 99458 52010

The right to accept/reject any or all BID(s) received is reserved without assigning any reason thereof.

**The Director,
Directorate of Fisheries**



Government of Karnataka

3. Project Background

3.1 About the Fish Seed Farm

The Department of Fisheries, Government of Karnataka (the “Authority”) is engaged in the renovation and development of fish seed farms in the state and as part of this endeavour, the Authority has decided to undertake development of Fish Seed Farm in Karanja Project (the “Project”) through private participation on [Build, Renovate, Operate and Transfer (the "BROT")] basis, and has decided to carry out the bidding process for selection of the Bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

Name of the Project	Area	Estimated Project Cost (in Lakh)
Establishment and Operation of Fish Seed Production and Rearing Centre, Karanja, Bidar	4.0 Ha	101.48

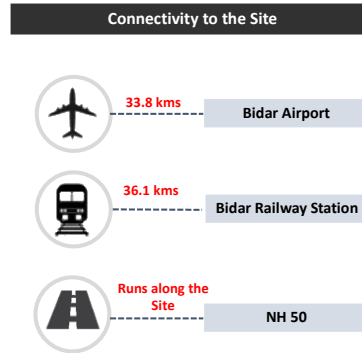
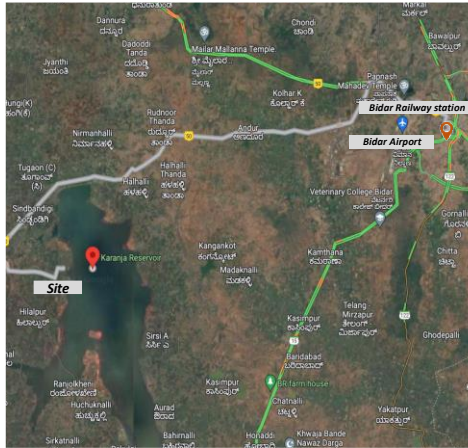
The Karanja seed farm, close to Karanja reservoir was designed to meet the demand for fish seed in the nearby region and to provide fish seeds to the pisciculture farmer at an affordable rate. But the farm is not in a shape to furnish the current demand. The farm has water spread area of 2.65 Ha, which comprises of earthen ponds and 4 conditioning tanks.

With proper maintenance and augmentation of further ponds into the production unit, the farm would have a capacity to produce 1.06 Crores of fingerlings annually at a survival rate of 25%.

3.2 Location and Site Layout

3.2.1 Connectivity

The Karanja fish seed production farm is connected via the Bidar airport which is at a distance of 33.8 Kms and the Bidar railway station which is at a distance of 36.1 km. The site runs parallel to the NH-50 and the Bidar-Humnabad Road.



3.2.2 Site Layout



The site comprises of the following infrastructure:

- Office space 40X30m
- 40X25m (4 earthen ponds)
- 75X25m (10 earthen ponds)
- 75X25m (2 earthen ponds)
- 10x5m (4 Concrete Conditioning Tanks)

3.3 Site Photographs of Karanja



4. Indicative Scope of Work

4.1 Civil, Structural and other Renovation Works Proposed

i. The Authority anticipates the following works with regards to the Civil, renovation and modernization. However, the bidder has to carry out a detailed assessment of the civil, and other renovation works that are to be carried out in each floor, to modernize the fish seed farm. The Authority mandates that a Civil Engineer, and a Fisheries Expert (Rearing) shall be part of the bidder's proposed team.

ii. Following are the key takeaways for the bidder, while proposing Civil, Structural and Modernization Works:

i. Bidder shall ascertain the structural stability and bearing capacity of the Site Office, lab and other infra works prior to submitting the bid. The selected bidder ("**Concessionaire**") shall carry out a detailed non-destructive testing through competent government institutions which certifies that the works proposed by the Concessionaire (in line with his technical proposal) are safe.

ii. All costs associated with any testing and certification required shall be borne by the concessionaire only.

iii. The Concessionaire may propose modifications to enhance visitor experience, with Permissible activities such as

- Fish canteen and Fish retail units
- Fish rearing units
- Fish Educational centres for visitors. The concessionaire may charge a nominal entry fee to the visitors visiting the farm.

iv. The Concessionaire may also explore other activities related to fisheries such as:

- Ornamental Fish Production
- Recirculatory Aquaculture System (RAS)
- Bio-Floc Method etc.

v. Tree cutting shall be permitted, subject to the competent authority approvals wherever required

4.2 Indicative List of Works

Following list is strictly suggestive and shall not be treated as final. The bidder shall prepare a thorough assessment of the site and submit an exhaustive list of works to be undertaken, for the Technical Proposal and the Detailed Project Report, upon award of contract.

- Rehabilitation of existing circulation road
- Construction and/ or rehabilitation of approach road to the site, culverts, road intersections
- Construction of boundary wall/ barbed wire fencing
- Rehabilitation and upgradation of the existing earthen ponds along with its inlet and outlet piping system, drains, waterproofing, bio fencing of the ponds etc.
- Construction of water supply system as well as rehabilitation of the 4 conditioning tanks
- Establishment of water supply system from the Karanja Reservoir to Storage tank at the farm
- Upgradation of office space and site lab
- Procurement of tools, equipment and other machineries for operation of the farm

5. Understanding of the Concessionaire Agreement Model for Submission of the Bid

The chosen Bidder (as the "**Concessionaire**") will engage in a Concession Agreement with the Department of Fisheries (the "**Authority**"). The concessionaire is responsible for the Project's implementation in line with the terms of the Concession Agreement (the "**Concession Agreement**"). The Bidding Documents include a model concession agreement to be signed by the concessionaire and the Authority.

The scope of work and conditions of the concession agreement will broadly include the following:

- a. The Concessionaire shall establish, renovate, modernize, operate, maintain and manage the fish seed production and rearing Center at Karanja in Bidar, during the Concession Period.
- b. The Concession Period shall commence from the date of signing of the Concession Agreement and shall expire after a period of 30 years, unless it is terminated earlier either owing to a Force Majeure event or an Event of Default by either of the Parties. Defaults may comprise of, but to be limited to, Water Scarcity, Production Decline, Infrastructure Compliance among others.
- c. A compliance audit shall be carried out every 5 years by the Departmental Committee and deviations shall lead to a penalty if non-compliance is observed after the grace remedial period of 6 months.
- d. To achieve lower mortality rates for the fingerlings produced from the Karanja fish seed farm, the Selected Bidder / Project Proponent is required to impart technical training and SOP Know-how to the local farmers procuring the Fingerlings. The technical training would be nominally chargeable to the trainees and the price would be fixed by the Concessionaire.
- e. The Concessionaire shall procure fish spawns for the farm from the government and government approved hatcheries.
- f. The Concessionaire shall procure funds for the project at their own cost. For this purpose, the costs to be borne by the Concessionaire include entire capital expenditure, operations, maintenance & management expenditure, including but not limited to the utility bills (water, electricity, telephone, sewage, sanitation etc.), cost of consumables, and all kind of taxes, manpower cost, and insurance premium towards protection of project facilities from fire and burglary, natural disasters etc.
- g. Construction, renovation and installation of the Project Facility, in line with the Concessionaire's Technical Proposal, shall be completed within 5 years from the date of signing of the Concession Agreement.

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- h. The transportation of the fingerlings shall be borne by the Concessionaire at an additional cost (if needed) and can be directly negotiable with the farmer. However, the concessionaire needs to ensure that the fingerlings are transported with safety measures.
- i. The Concessionaire shall submit to the Authority, a Project Implementation Plan (PIP) in line his Technical Proposal submitted along with the bid. The Concessionaire shall also simultaneously submit the Structural Stability Test Certificate for the land side infrastructure, for undertaking the works as per the PIP. The said Test Certificate shall be issued by competent Government institution as may be approved by the Authority. Approvals from the Authority shall be obtained for the start of Construction and installation of Equipment.
- j. The Concessionaire shall establish, operate, maintain and manage the fish seed farm in compliance with the industry's best practices and standards. It shall be obligated to meet the highest standards with respect to the following:
- Quality of the fish fingerlings
 - Survival rate of Spawns
 - General upkeep and maintenance of the farm
- k. To provide minimum investment commitment of INR 90 Lakhs and commitment of rearing of 70% of the Expected Annual Production of Fingerlings. The tentative list of works to be undertaken by the Concessionaire is listed in Clause 4.2. However, the Concessionaire may modify the list according to the actual need.
- l. The Concessionaire shall be solely responsible to obtain all Applicable Approvals and Permits from relevant statutory authorities. The Authority may facilitate the coordination with multiple departments, if required.
- m. To ensure supply to Department, 'Right to Refusal' shall be provided to the Department for a minimum of 10% of the Expected Annual Production of Fingerlings. The supply to the Department should start from the first year of operations.
- n. The Concessionaire will be allowed to recover all the expenses incurred on the project, through rates/tariffs and other revenues from the selling of fingerlings
- i. The maximum fingerling selling price that may be charged for FY 2022-23 are listed in the following table. The list is tentative and the final list of species would be dependent on the market demand. However, the cultivation of Catla and Rohu species are mandatory and the number of fingerlings should be 20 Lakhs each for both Catla and Rohu by the end of 5th Year of Operations.

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Type of Fingerling	Price per Fingerling (35-40 mm) (Rs)	Price per Advanced Fingerling ¹ (70 mm) (Rs)
Catla	0.4	1.5
Rohu	0.3	1.2
Mrigala	0.25	1.2
Common Carp	0.3	1.2
Grass/Silver Carp	0.5	1.5

- ii The Concessionaire would be free to offer discounted rates
 - iii Cultivation and/or rearing of Banned species is strictly prohibited and may lead to Termination of the contract.
- o. In the event that the price for the Fingerlings is not revised through a Government Order, the price will be enhanced by 5% every year.
- p. The Concessionaire shall be allowed to operate the project facilities on continuous basis throughout the Concession period (24 Hours a day, 365 days a year). The working hours shall be intimated to the Authority and also prominently displayed at the Project Facility. Shutdown of the facility shall be with prior approval by the Authority.
- q. The Concessionaire shall pay to the Authority an Annual Concession Fee, as per the financial bid of the bidder as accepted by the Authority.
- i. There will be 2 Year period of moratorium on payment of the “**Annual Concession Fee**” from the date of signing of the Concession Agreement. The 1st Annual Concession Fee offered by the Selected Bidder shall therefore be payable to the Authority on the first working day after completion of two year from the date of execution of the ‘Concession Agreement’.
 - ii. The ‘Annual Concession Fee’ is exclusive of GST. GST shall be payable to the competent authority by the selected bidder.
 - iii. The ‘Annual Concession Fee thereafter be payable annually in advance to the Authority on every anniversary of the date of execution the ‘Concession Agreement’.
 - iv. The selected Bidder should pay the ‘Annual Concession Fee’ to the Authority notwithstanding the fact that, the establishment, renovation and modernization of the fish seed farm is not completed within the specified period or if the selected bidder does not start commercial operation of the Project. In other words, the selected ‘Agency’ shall not be entitled to seek any reduction of ‘the Annual Concession Fee’, claim, damages, compensation or any other consideration from the Authority on account of any reason except the Force Majeure clause as applicable.

¹ Note: -The type of the fingerling may be determined as per the market demand and new species as in introduced by the government, however prior intimation to department is required.

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- v. The Annual Concession Fee shall increase by 5% every year
- r. The Authority shall have the right to inspect the Project Facilities with prior intimation, during the notified working hours and issue instructions pertaining to upkeep of the Project Facilities, which shall be promptly attended to by the Concessionaire.
- s. At the end of the Concession Period, the Concessionaire shall handover the Project Site & Project Facilities to the Authority, free of cost and in excellent operable condition.
- t. The Concession Agreement specifies the terms and circumstances under which the Concessionaire will be granted the right, including the extent of the Concessionaire's responsibilities (the "**Right**"). The Bidders are advised to peruse the detailed terms and conditions including the scope of work, specified in the draft Concession Agreement, prior to formulating and submitting their Bid for the Project.

6. Bidding Process and Parameter

6.1 Brief Description of the Bidding Process

- a. The Authority has adopted a single-stage process (the "**Bidding Process**") comprising the Technical Bid and the Financial Bid (hereinafter collectively referred to as the "Bid") for selection of the Bidder for award of the Project and invites Bids from eligible parties which expression shall, unless repugnant to the context include the members of the Consortium ("**Bidders**"), for the Project electronically in the unified e-procurement platform of the Government of Karnataka <https://https://eproc.karnataka.gov.in/> (hereinafter referred to as "**Karnataka eProcurement Portal**") in accordance with the terms of this RFP.
- b. The Authority shall not be held responsible for failure on part of the Bidder to furnish all or any of the documents as part of its Bid through Karnataka Public Procurement Portal or for rejection of Bids for whatsoever reasons. No correspondence shall be entertained by the Authority in this regard.
- c. All Bidders are required to register in Karnataka Public Procurement Portal. The Bidder shall register in the Karnataka Public Procurement Portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She has to submit the relevant information regarding the firm/company. The Bidder who submits their Bid for this Project after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this RFP Document.
- d. A one-time registration in the Karnataka Public Procurement Portal is a pre-requisite for submission of Bids. If an interested Bidder is not already registered, it shall procure a digital signature certificate and get registered in Karnataka eProcurement Portal. The Authority will not be held responsible for technical glitches in the desktop and internet connectivity services used by Bidders or in case of failure on part of the Bidder to submit the Bid Security or any documents as required to be submitted through the Karnataka eProcurement Portal or for rejection of Bids by the Portal for whatsoever reasons. No correspondence shall be entertained by the Authority in this regard.
- e. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP, the draft Concession Agreement (Volume II), provided by the Authority as part of this RFP (collectively the "**Bidding Documents**"), and as modified, altered, amended and clarified from Time to Time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms. Any corrigenda / addenda issued subsequent to this RFP Document, but before the last date and Time for submission of Bids (hereinafter defined as "**Bid Due Date**"), will be deemed to form part of the Bidding Documents.
- f. Bidders need to submit the following sets of documents as part of their Bid;

i. First electronic document- **“Technical Bid”** to be submitted through the Karnataka eProcurement Portal and shall comprise of documents specified in this RFP document

ii. Second electronic document - **“Financial Bid”** to be submitted through the Karnataka eProcurement. Portal shall comprise of documents specified in this RFP document

g. The first stage (**“Technical Bid”**) of the process involves pre-qualification and technical evaluation of interested parties/Consortia in accordance with the provisions of this RFP document. At the end of the Technical Bid Evaluation Stage, the Authority shall open the second submission (**“Financial Bid”**) of short-listed Bidders who are eligible for participation in this stage of the Bidding Process.

6.2 Bid Parameter

a. Financial Proposal is invited for the Project on the basis of the annual ‘Concession Fee’ (the **“Annual Concession Fee”**) exclusive of GST to be offered by the Bidder for renovating, modernizing, operating and maintaining the Project facilities.

b. As part of the Financial Proposal, the Bidder is required to quote the ‘Concession Fee’ offered to the Authority from the 3rd Year of the ‘Concession Agreement’ (**“Annual Concession Fee”**) in the format provided at Annexure F. Bidder shall quote the Concession Fee, based on the ‘Projected Financials’ for Establishment, Modernization, Operations & Management of the Government Fish Seed Production and Rearing Centre, Karanja, Bidar on PPP Mode.

c. The **“Annual Concession Fee”** offered by the Bidder shall constitute the sole criteria for evaluation of Financial Proposals.

7. Instructions to bidders

7.1 Eligibility Criteria for the bidders

A. For determining the eligibility of the Bidders, the following conditions are required to be satisfied (the “**Qualification Criteria**”):

- The Bidder for participating in the Bidding Process shall be a single business entity (the “**Single Business Entity**”) or a consortium of business entities (the “**Bidding Consortium**”). The Bidding Consortium shall have not more than Two (2) Business Entities as Consortium Members.
- For the purpose of this ‘RFP’ document, Single Business Entity or Bidding Consortium Member shall mean a company incorporated under the Companies Act, 1956/2013 or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership (LLP) registered under the LLP Act 2008 or a sole Proprietorship firm registered under the Proprietorship Act, 1908 or an Individual/Hindu Undivided family (HUF).

If the Bidder is:

1. A company, it should furnish copy of the certificate of incorporation and memorandum of association as a proof of identity.
2. A registered LLP, it should furnish copy of the registration certificate under the registrar of companies and copy of the partnership deed executed between the partners as a proof of identity.
3. A registered partnership firm, it should furnish copy of the registration certificate under the registrar of firms and copy of the partnership deed executed between the partners as a proof of identity.
4. A sole proprietorship firm, it should furnish copy of the Shops & Establishment Registration and either the Sales/GST Returns or IT Returns for the last three financial years preceding the Proposal Due Date as a proof of identity.
5. If the bidder is an Individual/Hindu Undivided family (HUF), he/she must furnish a copy of PAN card and IT return statement for the last three financial years: FY2020, FY2021, FY 2022.

B. Eligibility Criteria is listed as under:

Sl. No	Eligibility Criteria	Description
1	Technical Capacity	i. The bidder or director should have at least 1 year of experience in the Eligible projects ² and Operations of Large Size Fish Seed Production and Rearing Centres.

² The project involves Pisciculture, Aquaculture, Seed farm and Seed parks

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		ii.	Proof of the same, duly certified by Statutory Auditor, needs to be submitted along with the documents.
		iii.	After the bidder is determined to meet qualification requirements, the employer will evaluate and compare Price bid. The Bidder will be selected under QCBS (Quality cum Cost Based System) with 70:30 weightage
2	Financial Capacity-Turnover	i.	The Bidders shall have a minimum Average Annual Turnover of INR 0.5 Crores for the last three Financial Years FY 2019-20, FY 2020-21 and FY 2021-22 Or The Bidder or an Individual/Hindu Undivided Family (HUF) or Consortium/Joint Venture should have an average annual turnover of INR 0.5 Crore for the last three Financial Years FY 2019-20, FY 2020-21 and FY 2021-22
4	GST Registration		Should have valid GST registration.

Checklist of Relevant Submissions for Eligibility:

- a) The bidder must submit a Proof of Registration of the legal entity (Certificate of Incorporation) /PAN card/Partnership deed.
- b) Audited Balance Sheets/ Income tax return of an Individual/Hindu Undivided Family (HUF) for the last three financial years must be submitted in support without which the bid shall not be considered.
- c) Certificate of Statutory Auditor/ Chartered Accountant for Annual Turnover for last three financial years must be provided.
- d) Certificate by Statutory Auditor certifying area of past projects as required to substantiate eligibility criteria under S. No. 1(ii) above.
- e) Must submit the GST registration certificate.

7.2 MSME Clause

The condition of prior turnover and prior experience is exempted for Registered Start-ups or MSMEs subject to meeting similar work criteria as above. For availing the relaxation, bidder is required to submit requisite certificate towards Start-up enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

Further, in line with the Proceedings for the Government of Karnataka vide FD 218 EXP-12/2021 dt 01-09-2021, with a bid to incentivise the start-ups and MSMEs, it may be noted that in case a start-up is established within 3 years as on last date of the submission of this Bid, **the start-up/MSME registered with Karnataka Innovation and Technology Society (KITS) and empanelled by Department of Electronics Information Technology Biotechnology Science and Technology, Government of**

Karnataka is exempted from the prior experience and prior turnover criteria. In addition, the Office Memorandum of the Ministry of Finance, Department of Expenditure Procurement Policy Division (F20/2/2014-PPD(Pt.)) clarifies that for all normal public procurement, the Central Ministries/Departments have to ensure that criteria of prior turnover and prior experience for all Start-ups is relaxed subject to their meeting of quality and technical specifications.

Further, the experience of the Director of that particular Registered Start-ups or MSMEs may also be considered as the Experience of the Bidder.

As per Notification No. FD 130 Exp-12/2015 dated: 08-09-2015, Micro and Small Enterprises registered with NSIC under a single point vendor registration scheme, shall be facilitated by providing tenders sets free of cost, exempting from payment of Earnest Money Deposit during purchases by all Government Department and State-owned PSUs. The Bidders shall furnish and upload the MSME Registration Certificate.

7.3 Number of Proposals

In response to this 'RFP,' each Bidder must submit just one (1) proposal. Any bidder that submits more than one proposal will be eliminated from the competition.

7.4 Proposal preparation cost

All expenditures related with the preparation of the Bidder's Proposal and participation in the Bidding Process are the responsibility and responsibility of the Bidder. Regardless of the conduct or conclusion of the Bidding Process, the Authority will not be accountable or liable in any manner for such expenditures.

7.5 Project inspections and visit to the site

Each Bidder is required to submit their Proposal after 'seeing the site' at their own expense and confirming the location, surrounds, and/or any other information deemed essential.

It would be deemed that by submitting the Proposal for 'RFP', the Bidder has:

1. Made a complete and careful examination of terms & conditions / requirements, and other information set forth in this 'RFP' document;
2. Received all such relevant information as it has requested from the Authority; and
3. Made a complete and careful examination of the various aspects of the Project including but not limited to:
 - The site details (Project Site);
 - Existing facilities at the site;

- The conditions of the access roads and utilities in the vicinity of the Project Site;
- Conditions affecting transportation, access, disposal, handling and storage of materials;
- Clearances obtained by the Authority for the Project;
- Business potential of proposed project;
- Extent of land in actual possession of the Authority and deviations if any, irrespective of the Extent of deviation, from the extent of land details mentioned in this 'RFP' document; and
- All other matters that might affect the Bidder's performance under the terms of this 'RFP' document.

The Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

7.6 Right to accept or reject any of the proposals

Regardless of everything else in this 'RFP,' the Authority reserves the right to accept or reject any Proposal, to cancel the Bidding Process, and to reject all Proposals at any time, without any liability or obligation, and without assigning any reasons for such acceptance, rejection, or annulment. If the Authority rejects or annuls all of the Proposals, it may, at its discretion, ask all qualified Bidders to submit new Proposals under this section.

The Authority reserves the right to reject any Proposal and appropriate the Bid Security 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 Proposal.

Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Proposals have been opened and the Highest Bidder gets disqualified/rejected, then the Authority reserves the right to:

- i. Invite the remaining Bidders to match the Highest Bidder/submit their Proposals in accordance with the 'RFP'; or
- ii. Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

In case it is found during the evaluation or at any time before signing of the 'Concession Agreement' or after its execution and during the period of subsistence thereof, including the right thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Bidder

either by issue of the LOI or execution of the Agreement, and if the Bidder has already been issued the LOI or has entered into the 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 Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Selected Bidder, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or Security Deposit, as the case may be, as mutually agreed genuine compensation and damages payable to the Authority for, inter alia, Time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

All claims, information, and documents supplied by the Bidder in response to the 'RFP' are subject to verification by the Authority. The Authority's failure to conduct such verification will not relieve the Bidder of its responsibilities or liabilities under this Agreement, nor will it affect the Authority's rights under it.

7.7 Clarification and amendment of 'RFP'

The Authority may issue Addenda to the 'RFP' Document at any time prior to the Proposal Due Date for any reason, whether on its own initiative or in response to clarifications sought by a Bidder. The Karnataka e-procurement website shall be updated with any addendums or answers made hereunder. <https://eproc.karnataka.gov.in>

7.8 Language

The proposal, as well as any correspondence and documentation relating to it, should be prepared in English. If the Bidder's supporting papers and printed publications are in a language other than English, they must be accompanied by relevant English translations properly confirmed by a competent person (Statutory Auditor, Chartered Accountant, Company Secretary, or Director of the Company). Supporting resources that have not been translated into English will not be taken into account. The English language translation shall prevail for the purposes of interpretation and evaluation of the Proposal.

7.9 Bid security

As part of the proposal, the Bidder shall submit a Bid Security / Earnest Money Deposit in the format specified in this RFP.

1. The Authority is not obligated to pay any interest on the Bid Security, which is interest-free.
2. The Bid Security of the failed Bidder(s) must be repaid no later than 60 (Sixty) days after the Selected Bidder is announced. The Bid Security will be returned in the form of a demand draft in the

name of the unsuccessful Bidder (s). Bidders may specify the name and address of the person in whose favour the Authority shall issue the stated demand draft for repayment in writing to the Authority, failing which it shall be drawn in the name of the Bidder and addressed to the address specified on the Proposal.

3. The Bid Security shall be forfeited in the following cases:
 - a. If the Bidder modifies or withdraws its Proposal
 - b. If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period.
 - c. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
 - d. If a Bidder engages in a corrupt or undesirable practice.
 - e. In the case the Selected Bidder, fails within the specified time limit to:
 - i. sign and return the duplicate copy of LOI;
 - ii. sign the Agreement with the Authority; or
 - iii. furnish the Security Deposit within the prescribed period.

7.10 Validity of proposal

The Bid shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the last date for submission of Bids as specified in Clause 2.0 (the “**Bid Due Date**”). The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

7.11 Extension of validity of proposal

In exceptional circumstances, prior to expiry of the original Proposal Validity Period, the Authority may request Bidders to extend the Proposal Validity Period for a specified additional period.

A Bidder can decline the request without losing his or her Bid Security. A Bidder who agrees to the request will not be able to change its Proposal except as stipulated in the relevant provision in this RFP document, and will be obliged to extend the validity of his or her Bid Security for the duration of the extension.

The Selected Bidder shall, where required, extend the Proposal Validity Period until the date of execution of the Agreement.

7.12 Format and signing of proposal

Bidders must submit their Technical Proposal and Financial Proposal in accordance with the RFP's instructions. Only those Proposals that are received in the necessary format and are comprehensive

in all aspects will be considered by the Authority. Proposals that are incomplete or conditional will be rejected.

Bidders shall prepare one set of the Technical Proposal (together with originals / copies of documents required to be submitted along therewith pursuant to this 'RFP') and clearly mark as **“TECHNICAL PROPOSAL”**.

The Proposals shall be typed or written in indelible ink and signed by the Authorized Representative (the **“Authorized Representative”**) of the Bidder who shall also initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. The person signing the Proposal shall initial all the alterations, omissions, additions, or any other amendments made to the Proposal. The Proposals must be properly signed by the Authorized Representative as detailed below:

- a) By a director or duly authorized person holding the Power of Attorney, in case of a Company
- b) By a Partner holding the signing authority or a duly authorized person holding the resolution as signing authority, in case of a Partnership Firm or LLP.
- c) By the proprietor, in case of a sole proprietary firm.

A Power of Attorney in the format described in the Annexure should be included in the Proposal in the case of a Company. If the Proposal is signed by a Partner in a Partnership Firm or LLP, and the owner in a sole proprietorship firm, the Power of Attorney is not required to be filed.

7.13 Sealing and marking of proposals

1. The Bidder shall submit all the documents sought under the 'RFP', together with the documents mentioned in the Annexures in the format provided
2. The Bidder shall submit the Proposal in Two separate envelopes comprising the following documents and marked as **“TECHNICAL PROPOSAL”** and **“FINANCIAL PROPOSAL”**
3. **“TECHNICAL PROPOSAL”** comprising the following documents as part of their Proposal –
 - a. Demand Draft towards the Bid Processing Fee (Rs.2,500/-)
 - b. Bank Guarantee / Demand Draft towards the Bid Security / Earnest Money Deposit (Rs. One Lakh Twenty-Five Thousand Only);
 - c. Covering Letter-cum-Project Undertaking as per format at Annexure A;
 - d. Details of Bidder as per the format at Annexure-B along with supporting documents as specified therein;
 - e. Technical Capacity of the Bidder as per the format at Annexure-C along with Statutory Auditor certificate and supporting documents as specified therein;

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- f. Financial Capability of the Bidder as per the format at Annexure D along with Chartered
- g. Accountant certificate and supporting documents as specified therein
- h. Power of Attorney for signing of Proposal as per the format at Annexure-E;
- i. In case of a company, it should furnish copy of the certificate of incorporation and memorandum of association as a proof of identity.
- j. In case of a registered partnership firm, it should furnish copy of the registration certificate issued by the registrar of firms and a copy of the partnership deed executed between the partners as a proof of identity.
- k. In case of a Limited Liability Partnership (LLP), it should furnish copy of the registration certificate issued by the registrar of companies and a copy of the partnership deed executed between the partners as a proof of identity.
- l. In case of Individual/ Hindu Undivided Family (HUF), he/she should furnish copy of PAN card and IT return statement for the last three financial years FY2020, FY2021, FY2022.

4. **“FINANCIAL PROPOSAL”** comprising the following documents shall be part of the Bidder’s Proposal - The Financial Proposal consisting of the Bidder’s financial offer, which specifies the “Annual Concession Fee” offered to the authority, shall be submitted in the prescribed format Annexure – F.

5. The envelopes specified above shall be placed in an outer envelope, which shall be sealed, clearly indicate the name and address of the Bidder and bear the following identification:

“Proposal for Selection of Agency for undertaking Establishment and Operation of Fish Seed Production and Rearing Center, Karanja, Bidar on PPP Mode”

The envelopes shall be addressed to the Director, Fisheries Department with the following details:

Address:	The Director Directorate of Fisheries, 3rd Floor, Podium Block, VV Center, Dr Ambedkar Road, Bangalore 560001
Email:	dfkarnataka@rediffmail.com
Website:	https://fisheries.karnataka.gov.in
Telephone:	080-22864681, Fax: 080-22864619

If the envelopes are not sealed and labelled as directed above, the Authority will not be held accountable for the misplacement or premature opening of the contents of the Proposal submitted, as well as any damages incurred by the Bidder, if any. Proposals sent by fax, telex, or email will not be considered and will be dismissed.

7.14 Proposal due date

1. The Bidder should submit the Proposal before Proposal Due Date, at the address provided in this RFP document in the manner and form as detailed in this 'RFP'.
2. The Authority may at its sole discretion, extend the Proposal Due Date by issuing an Addendum uniformly for all Bidders.
3. The Bidders shall scan and upload all the attested copies of the RFP, General Requirement, Technical and Financial eligibility documents at the tender release website by the date and time mentioned. Please note that the Financial Bid needs to be uploaded separately.
4. The Bidders shall quote their "**Annual Concession Fee**" on the eProcurement website of the Government of Karnataka only.

7.15 Late proposals

Any Proposal received by the Authority after Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

7.16 Modifications/ substitution/ withdrawal of proposals

Prior to the Proposal Due Date, the Bidder may alter, replace, or withdraw its Proposal by giving the Authority written notice of the change, substitution, or withdrawal. After the Proposal Due Date, the Bidder may not change, replace, or withdraw his or her proposal.

The modification, substitution, or withdrawal notification must be written, sealed, labelled, and delivered in accordance with the requirements set out in this RFP document, with the envelopes bearing the words "MODIFICATION," "SUBSTITUTION," or "WITHDRAWAL," as applicable.

Any alteration/ modification in the Proposal or additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

7.17 Confidentiality

Information about the Bidders' inspection, clarification, evaluation, and suggestion will not be shared with anybody who isn't officially involved in the process. All information supplied as part of the Proposal will be treated confidentially by the Authority, and all persons who have access to it will be required to do the same. The Authority will not disclose any such information unless it is directed to do so by a competent court or tribunal in accordance with relevant legislation or a court or tribunal order.

7.18 Clarifications

To aid in the examination of Proposals, the Authority may, in its sole discretion, request clarification on any Bidder's Proposal or substantiation of any of the Bidder's contributions. The request for clarification or substantiation, as well as the response, must be made in writing or through fax. By means of clarification / substantiation, no substantial change in the substance of the Proposal would be authorised.

8. Evaluation Process

8.1 Evaluation process

Proposals shall be evaluated in the following steps, based on Quality cum Cost Based Criteria. (QCBS)-

1. **Step 1** - The first step would be to open the Technical Proposal and conduct a responsiveness test as outlined in Clause 8.2.1 of the 'RFP.' Proposals that were determined to be substantially responsive would advance to the next stage of examination.
2. **Step 2** - In the second stage, a complete review of Bidders' experience, including Technical Capacity and Financial Capacity, as well as the proposed methodology and project idea ("**Technical Evaluation Criteria**"), will be carried out in accordance with Clause 8.3 of this RFP document.
3. **Step 3** - In the third step, the Financial Proposals of all the Qualified Bidders would be considered for opening. Bidder quoting the Highest Annual Concession fees calculated in the manner set out in Clause 8.4 shall be declared as the Selected Bidder.
4. **Step 4:** Combined technical and financial score shall be calculated based on the formula mentioned below. The bidder scoring the highest combined technical and financial score shall be adjudged as the Selected Bidder.

8.2 Tests of responsiveness

1. Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the 'RFP'. A Proposal shall be considered responsive if the Proposal:
 - a. Is received prior to the Proposal Due Date, including any extensions granted under Clause 7.13.
 - b. Contains a demand draft for the Bidding Document's cost.
 - c. Includes the information, Bid Security, and documents specified in the "**RFP**".
 - d. Includes data in the formats indicated in the 'RFP.'
 - e. It delivers enough information to be useful. ("Reasonable Detail" indicates that the Authority may analyse and assess the material without having to communicate with the Bidder, save for small variations). The Authority maintains the right to evaluate whether the information given is sufficiently detailed.
 - f. The Proposal and the accompanying documentation are free of contradictions.
2. A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one which,
 - a. affects in any substantial way, the scope, quality, or performance of the Project, or

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- b. limits in any substantial way, inconsistent with the 'RFP' document, the Authority's rights or the
 - c. Bidder's obligations under the Agreement, or
 - d. unfairly affects the competitive position of other Bidders presenting substantially responsive Proposals.
3. Bidders should be aware that the Authority will not accept any deviations from the 'RFP' at the time of submission or beyond. The Bidders' proposal must be unconditional and unqualified, and the Bidders are presumed to have accepted the terms and conditions of the "**RFP**" with all of its contents, including the Draft Concession Agreement.
4. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
5. The Authority reserves the right to reject any Proposal that is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such proposals.
6. The selection of bidders shall be in compliance to Karnataka Transparency in Public Procurement Act.

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8.3 Evaluation of qualification criteria

The Technical Proposal will be evaluated as per the following criteria based on scrutiny of the submitted documentary evidence. Bidders must score a minimum of 70 marks out 100 in Technical Score (ST) to qualify for financial bid opening stage.

Sl. No.	Technical Evaluation Criteria	Break-up of Marks	Maximum Marks
1.1	Average annual turnover (T) of the Bidder in previous three financial years (FY 2019-2020, 2020-2021 and 2021-22) If,		5 Marks
	a. If T <= INR 50 lakhs	2.5 Marks ³	
	b. If T > INR 50 lakhs	5 Marks	
1.2	Presence of Fish Seed Farm Training Certificate for the Bidder/One of the directors of the Company	5 Marks	5 Marks
2	The number of Eligible Projects the Bidder has executed during the last 10 years. The minimum project value for each eligible project shall be INR 5 lakhs.	Each project 10 marks	30 Marks
	Letter of Award/ Copy of Agreement/ Affidavit attested by an Auditor to be submitted in support of the claim. The Authority may choose to verify the claims of organization.		
	Project expertise be in the following areas shall be considered as Eligible Projects		
	The eligible projects shall be evaluated based on		
	1. Number of such eligible projects		
	2. Total Project Cost of such eligible projects		
2.1	Total number of eligible projects - N		
	a) N = 02	10 Marks	
	b) N > 02	20 Marks	
2.2	Current Production of fingerlings achieved in the operational sites of the Bidder. (Marks to be awarded on pro-rata basis based on the production of the fingerlings for the current Bidder when compared to the highest production reported by any other Bidder. Documentary proof to be attached in the Technical Proposal)	10 marks	
In absence of current operational farm, the Bidder may also furnish documentary proof of experience of working in similar projects (Marks to be awarded on pro-rata basis based on the No. Of yrs of experience of the current Bidder when compared to the highest no. of yrs. of experience reported by any other Bidder. Documentary proof to be attached in the Technical Proposal)			
3	Approach & Methodology (Detailed Presentation shall be made)		60 Marks
3.1	Detailed concept plan (Detailed drawings shall be submitted) including Project cost (INR Crores)	20 Marks	
3.2	Innovative concepts	20 Marks	
	a. Innovations with respect to increase survival rate of spawn		
	b. Conceptual Designs incorporating Global Best Practices		
	c. Technological Innovations in Farm Operation		
	d. Enhancement of Feed Conversion Ratio		
3.3	Detailed Work Plan including Manpower Deployment Plan	20 Marks	
4	Maximum Technical Score (ST)		100 Marks

³ Waved off for MSME registered

Note:

- a. *It is mandated that the Technical Proposal submitted by the bidders shall have the detailed Approach & Methodology.*
- b. *It shall be noted bidders shall make a detailed power point presentation on the Technical Proposal to the Authority on the date & Time specified by the Authority.*

For this RFP, the Marks awarded under Technical Evaluation (i.e., Technical Score (ST)) has a total weightage of 70% and Marks awarded under Financial Evaluation (i.e., Financial Score (SF)) has a total weightage of 30%.

Formula to determine the Financial Score (SF) for the Financial Bids shall be as follows:

Financial Score (SF) = (Value of Financial Bid under Consideration (F) / Value of Highest Commercial Bid (FH)) X 100

Combined Evaluation of Technical & Financial Bid: The Total Score of the Bidder will be determined as per the formula:

Total Score = (70% x ST) + (30% x SF)

The Bid which obtains the highest Total Score value, will be rated as the “**Best Bid**”.

8.4 Evaluation of financial proposal

- a. The Financial Proposals of only the Qualified Bidders would be opened in the presence of the Bidders(s) / representatives who choose to attend on the date and Time as may be intimated to the Qualified Bidders. The Financial Proposal shall be the Annual Concession Fee (excluding applicable GST) for payable by the Selected Bidder to the Authority in the 3rd year of the Concession Period (since the first two year shall be the moratorium period).
- b. The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The Bidder scoring the highest combined score would be declared as the Selected Bidder (“**the Selected Bidder**”).
- c. In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and to match the Annual Concession Fee of the aforesaid Highest Bidder (the “**second round of bidding**”). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose quoted Annual Concession

Fee was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder.

d. In the event that no Bidder offers to match the Highest Bidder in the second round of bidding, the Authority may, in its discretion, invite fresh Financial Proposals (the **“third round of bidding”**) from all Bidders except Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Financial Proposals, they shall be eligible for submission of fresh Financial Proposals. Provided, however, that in such third round of bidding only such Financial Proposals shall be eligible for consideration, which are higher than the Financial Proposal of the second Highest Bidder in the first round of bidding.

8.5 Letter of Intent (LOI) and execution of agreement

a. After selection, a Letter of Intent (**“LOI”**) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (Seven) days of the receipt of the LOI,

i Sign and return the duplicate copy of the LOI in acknowledgement thereof

ii Pay an amount of Rs. 5 Lakhs + GST through a Demand Draft from a Scheduled Bank made in favour of _____. towards **“Minimum Development Obligation Deposit (MDO)”** payable at Bangalore. The MDO shall be returned, interest free, at the end of the Concession Period.

b. If the duplicate copy of the LOI duly signed by the Selected Bidder, along with the Demand Draft as set out above, is not received by stipulated date, the Authority may, unless it consents to extension of Time for submission thereof, appropriate Bid Security of such Bidder as mutually agreed genuine loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOI.

c. After acknowledgement of the LOI as previously mentioned, the Selected Bidder shall execute the Concession Agreement' within the period of 30 (thirty) days from the issue of LOI. The preferred bidder may choose to sign the agreement on their name or any Special Purpose Vehicle (SPV) created by them with minimum 51% equity. In case of SPV, the preferred bidder shall ensure that, he will maintain 51% Equity in the SPV during the first 5 years of the Concession

8.6 Performance Security

- a. The Selected Bidder shall, as **“Performance Security”**, within the date specified in the LOI, submit an irrevocable Bank Guarantee drawn in favour of the Authority from any Scheduled Bank for an amount equal to the Annual Concession Fee quoted by the Bidder. The Successful Bidder shall be responsible to maintain the validity of the Performance Security till one month after expiry of the Concession Period. The value of the Performance Security shall also be enhanced in line the increase in the Annual Concession Fee.
- b. Failure of the Selected Bidder to furnish the Security Deposit as specified in Clause 8.6 or enter into an Agreement with the Authority as specified in the LOI would constitute sufficient grounds for the annulment of LOI. In such event, the Authority reserves the right to:
- i Forfeit the Bid Security amount of the Selected Bidder, and
 - ii Either invite the Bidder with the next best offer for negotiations, or
 - iii Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

8.7 Contacts during proposal evaluation

Proposals 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 Proposals are under consideration, Bidders and/or their representatives or other interested parties shall not make attempts to establish unsolicited and unauthorized contact by any means, the Authority and/or their employees/representatives on matters related to the Proposals under consideration after opening of the Proposals and prior to notification of the Award. Any attempt by the Bidder causing extraneous pressure on the Authority shall be sufficient reason to disqualify the Bidder.

9. Fraudulent and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject a Proposal without being liable in any manner whatsoever to the Bidder if it determines that the Bidder 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.

Without prejudice to the rights of the Authority under Clause 9, if a Bidder 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, such Bidder 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 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, as the case may be.

For the purposes of this Article, 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 Concession 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) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession 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;

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- 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. General Conditions and Compliances of the Bid

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bengaluru, Karnataka State shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

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. pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- d. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- e. 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.

It shall be deemed that by submitting the Proposal, 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 and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

11. List of Annexures

11.1 Annexure-A: Letter comprising the Bid

Letter comprising the Bid

Dated:

[The Secretary,

*****]

Sub: Bid for ***** Project

Dear Sir,

With reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. All information provided in the Bid and in the Appendices is true and correct.
2. This statement is made for the express purpose of qualifying as a Bidder for the [development, construction, operation and maintenance] of the aforesaid Project.
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
6. I/We declare that:

(a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.

(b) I/ We do not have any conflict of interest;

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 9 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

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7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 7.6 of the RFP document.
8. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the Net Worth criteria and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit the Bid.
9. I/ We declare that we/ any Member of the Consortium, are/ is not a Member of a/ any other Consortium submitting a Bid for the Project.
10. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
13. [I/ We further certify that we are not disqualified by any Central/State department.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
15. I/We acknowledge that our Consortium/ proposed Consortium was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members who will own at least 26% of the equity of the Concessionaire and undertake that each of such Consortium Members shall continue to hold at least 26% of the equity of the Concessionaire until the Commercial Operation Date of the Project is achieved under and in accordance with the provisions of the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.]
16. [I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.]
17. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate itself as such prior to execution of the Concession Agreement.
18. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
19. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
20. I/We have studied all the Bidding Documents carefully and also surveyed the site. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect

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of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.

21. The [Premium / Grant] has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Bid.

22. I/We offer a Bid Security of Rs. _____ (Rupees _____ only) to the Authority in accordance with the RFP Document.

23. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached. For MSME, a copy of the MSME Registration certificate needs to be attached.

24. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened.

25. I/We hereby submit our Bid and [offer a Premium in the form of ____ per cent (in words) of the gross revenues of the Project as share of the Authority/ require a Grant of Rs. _____ (Rupees _____ only) (Strike out whichever is not applicable)] for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

26. I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

27. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

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

Yours faithfully,

Date: _____ (Signature of the Authorised signatory)

Place: _____ (Name and designation of the of the Authorised signatory) Name and seal of Bidder/Lead Firm

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

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11.2 Annexure-B: Format for details of bidder / each member of bidding consortium

(To be submitted on the Letterhead of the Bidder or each Member of the Bidding Consortium)

1. Details of the bidder
 - a. Name of the Company / Firm / Concern
 - b. Address
 - c. Date of incorporation and/or commencement of business.
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project. -----
3. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder:
 - a. Name :
 - b. Designation :
 - c. Company :
 - d. Address :
 - e. Mobile Number :
 - f. E-Mail Address :

A statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past.

	Criteria	Yes	No
1.	Has the Bidder been barred by the [Central/ State] Government, or any entity controlled by it, 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 Bidder paid liquidated damages of more than 5% (Five per cent) of the contract value in a contract due to delay has been penalised due to any other reason in relation to execution of a contract, in the last Three Years?		

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11.3 Annexure-C: Format for technical capacity of the bidder

(To be submitted on the Letterhead of the Bidder/ Lead Member of the Bidding Consortium)

Sl. No	Name of the Project	Location	Client	Project Cost	Project Activities
Total Project Cost of the Eligible Projects					

Instructions:

1. The 'Property' cited must comply with the eligibility criteria specified in Clause 7.1.B.
2. The Bidder should furnish following documents:
 - i. A copy of Trade License from concerned Local Body, Municipality, Corporation, etc.
 - ii. Copy of PAN, GST Registration Certificates
3. Certificate from Chartered Accountant in the format provided below.

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Format for Certificate for Technical Capacity of the Bidder

(To be submitted on the Letterhead of Chartered Accountant)

TO WHOMSOEVER IT MAY CONCERN

We have verified the relevant statutory and other records of M/s. **[Name of the Bidder]**, and certify that M/s _____ has undertaken of _____

1.

2.

Located at..... respectively and are in Operation from the dateto respectively.

This certificate is being issued to be produced before _____

Seal and Signature of the Chartered Accountant(including Membership No.)

Date:

Place:

Note:

It should be highlighted that without any detail from the certificates, the information would be deemed insufficient and the relevant project might be excluded from the examination of experience requirements. The membership number granted by the Institute of Chartered Accountants of India or a comparable organisation overseas should be clearly indicated by the Chartered Accountant.

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11.4 Annexure-D: Format for financial capacity of the bidder

(To be submitted on Letterhead of the Bidder/ Lead Member of the Bidding Consortium)

Bidder Name	Bidder Type (Company / Partnership Firm / LLP / Proprietorship/Individual/ HUF)				
		FY 2019-20	FY 2020-21	FY 2021-22	Average (3 Years)
		Annual Turnover* (INR Crores)			
		Net worth (INR Crores)			

This certificate is being issued to be produced before _____

Date & Signature and Seal of the Chartered Accountant (clearly indicating membership number)

Date:

Place:

*Required to provide annual turnovers of any Three (3) financial Years of continuous period as per the Audited Accounts.

Instructions:

1. Annual Turnover = Annual Income as indicated in the annual financial statement
2. Along with the above format and information, the Bidders for demonstrating the Financial Capacity should furnish the following:
 - i. The Bidder shall attach copies of the audited annual reports for 3 (Three) Years preceding the proposal Due Date. The financial statements shall:
 - a. reflect the financial situation of the Bidder;
 - b. be complete, including all notes to the financial statements; and
 - c. correspond to accounting periods already completed and audited (no statements for partial periods shall be accepted).
3. Chartered Accountant certificate (with stamp & membership no) specifying the annual turnovers & average turnover of the Bidder for the 3 (Three) financial Years in the format provided below.
4. For Individual/Hindu Undivided Family (HUF), Audited Balance Sheets/ Income tax return of for the last three financial years must be submitted in support of the Bid.

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11.5 Annexure-E: Format for power of attorney for the signing of the proposal

(To be submitted on Stamp Paper of appropriate Value)

POWER OF ATTORNEY

Known 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 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 "Proposal for Selection of a Firm for Undertaking Establishment and Operation of Fish Seed Production and Rearing Center, Karanja, Bidar on PPP Mode", to **The Director, Department of Fisheries** (the "**Authority**") including but not limited to signing and submission of all applications,

Proposals and other documents and writings, participate in Bidders' 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 Concession Agreement' and undertakings consequent to acceptance of our Proposal, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us and/or till the execution of the Concession 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_, 2022.

For ----- (Signature)

(Name, Title and Address)Accepted:

Witnesses:

[Notarized](Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

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11.6 Annexure-F: Format for Financial Proposal

From

Location & Date:

To

Dear Sir,

Subject: Selection of Agency for Establishment and Operation of Fish Seed Production and Rearing Center, Karanja, Bidar on PPP Mode

We, the undersigned, offer to undertake the Project in accordance with your Request for Proposal (RFP) dated <Date of NIT Publication>, and our Proposal (Technical Proposal and Financial Proposal).

1. I/we hereby offer and agree to pay the following amount as Annual Concession Fees (exclusive of GST) for the First Year to the Authority for the aforementioned Project in terms of the Agreement as provided below:

Annual Concession Fee*

- a Total Amount* (In Figures) -----
- b Total Amount* (In Words) -----

* Excluding Taxes. GST Extra @ at Prevailing rates.

2. In case of a discrepancy between the amounts expressed in figures vis-à-vis the amount expressed in words, the higher of the Two shall prevail.
3. The 'Annual Concession Fee' has been quoted by me/us after taking into consideration all the terms and conditions stated in the 'RFP', draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Proposal.
4. I / we understand that the Authority is not bound to accept any Proposal(s) received.
5. I/ we agree that my / our Financial Proposal shall remain valid for a period of 180 (One Hundred and Eighty) days from the Proposal Due Date prescribed for submission of Proposal.
6. I/we confirm that our Financial Proposal is unconditional and accept all terms and conditions specified in the Bidding Documents.
7. I/we agree to be bound by this offer if we are the Selected Bidder for the Project.

Thanking you,

Sincerely,

Authorized Signatory:

Name and Title of the Signatory:

Name of the Bidder:

11.7 Annexure G: Bank Guarantee for Bid Security

B.G. No.

Dated:

1. In consideration of you, *****, having its office at *****, (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 provision of the Companies Act, 1956] 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 ***** Project on [BOT] basis (hereinafter referred to as **“the Project”**) pursuant to the RFP Document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as **“Bidding Documents”**), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the **“Bank”**), at the request of the Bidder, do hereby in terms of Clause 7.9 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. ***** (Rupees ***** only) as bid security (hereinafter referred to as the **“Bid Security”**) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
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 fulfil 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. ***** (Rupees ***** only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) 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.

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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 fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, 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 fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
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 who shall be deemed to have been duly authorised 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 unrealised.
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.

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

Signed and Delivered by Bank

By the hand of Mr./Ms __, its ___ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)