

**Replies to queries for the tender on the study of the feasibility to establish aquaculture parks.**

**Tender Ref.No.10981/Q1/2019**

<b>Sl. No</b>	<b>Tender clause .No</b>	<b>Queries</b>	<b>Remarks</b>	<b>Departments reply</b>
1	Annexure -1- TOR (01-07) pg.No. (19-24)	As per the current TOR, to do the land mapping for the whole of Tamil Nadu requires a very high fund allotment based on the itemization of works in project objectives item no 01-07. As per the tender amount, we can consider already short listed 3 sites only based on any previous study and detailing could be done to the level of prefeasibility report with the rough cost estimates, drawings with the facility requirement to have a ecofriendly sustainable bio secured shrimp farm projects. Request that suitable corrigendum in line with this shall be considered.	The prospective bidder requests to 1. short list three sites only based on any previous study instead of all the coastal districts as the work is laborious and the proportionate cost will be higher in case of studying all coastal districts. 2. Detailing could be done to the level of Prefeasibility report with the rough cost estimates, drawings with the facility requirement.	As per Annexure1 TOR-3. pg.No.(21) mentions minimum 3 coastal districts. so, Thoothukudi, Ramanathapuram, and Nagapattinam are short listed .
2	Annexure 1 TOR-3. (o) pg.No. (21)	A pre feasibility report alone as required for all approvals, decision making and allotment to possible companies to promote aquaculture. So, item O) of the scope of work shall consider prefeasibility report in place of DPR	Item O) states as follows., Detailed Project Report (DPR) should be prepared and submitted with suitable estimates, drawings for the establishment of aquaculture park in minimum 3 coastal districts.	Instead of Detailed Project Report (DPR) prefeasibility report is substituted.
3	Annexure 1 TOR.3.(g) pg.No. (20)	Item g) mapping the government land alone is feasible. Private patta lands must be in the scope of work as it is cumbersome.	Item g) states that the patta land and Government land to be marked separately.	The Government land alone to be marked.

4	Annexure 1 TOR.3 (n) pg.No. (21)	Item (n) PMC, shall be to the level of identifying the promoter alone. PMC till the establishment is a long term activity based on this size of the land, number of promoting companies and it could run to few years involving higher fund requirements and it may not be feasible for this PMC to be a part of this tender amount indicated. Request the alter the item no n) suitably.	Item (n) states the selected consultant to provide Project Management Consultancy (PMC) and identify a suitable promoter till the establishment of one Aquaculture Park.	The selected consultant to provide Project Management Consultancy (PMC) and identify a suitable promoter.
5	Annexure 1 TOR.3 (q) pg.No. (21)	Item q) which is a production management is the long term work involving huge investment in man power and therefore it shall not be a part of this tender. Request to remove the item no q) suitably from this tender	Item q) states to Provide the best technologies and Good Management Practice for establishing and operation of an aquaculture park, provide monitoring system for practicing the safety and hygienic aspects in accordance to the existing Acts, Rules & Regulations which are in force.	Conditions provided in item q) is deleted.
6	Annexure 1 TOR-3 (s) pg.No. (22)	Item s) requires high investment in making 3D films and miniature models which will cost not less than 10.00 lakhs for each site so, we request that this item shall not be a part of this tender.	Item s) states <i>to submit a miniature model of the aquaculture park along with the final report and a 3D animated short film explaining the facilities and operation of the aquaculture park.</i>	A model drawing with various components of an aquaculture park to be provided.
7	Bid submission date. Pg.No: 2.	Kindly request for the <b>extension</b> of the Due date for the tender submission by a period of <b>14 days</b> from the date of response to the pre bid queries.		Extension provided seven days from the date of uploading reply to queries.

8	Clause.17 -5 pg.No. ( 11)	<p>Clause 17: Pre-qualification criteria The applicant should have experts / staff for conducting the feasibility studies as per the TOR. Certificate by Statutory Auditor or Company Secretary of the applicants organization to be attached <i>Kindly provide a list of minimum experts and the type of experts required for the proposal so as to obtain the desired certificate from the organization.</i></p>		Experts from Aquaculture & Civil Engineering, Fisheries, land Mapping , land surveying, Finance.									
9	Clause 21- pg.No. (15)	<p>The financial bid of all firms / organizations, which have qualified for the financial bid opening will be compared. The tender will be awarded to the firm / organization which has offered lowest quote in the financial bid. <i>Kindly request for the scoring to be changed from Least cost basis to Quality and cost based selection basis with the weightage of 80:20 to the Technical and Financial proposal as it is felt that a firm technical background would be required for the proposed development to be carried out and could be achieved via the QCBS selection</i></p>		The scoring pattern will remain the same.									
	TOR Clause 23 Pg.No. (16)	<table border="1" data-bbox="352 1084 1041 1166"> <thead> <tr> <th data-bbox="352 1084 583 1166">Details of work</th> <th data-bbox="583 1084 814 1166">Payment Existing</th> <th data-bbox="814 1084 1041 1166">Payment requested</th> </tr> </thead> <tbody> <tr> <td data-bbox="352 1206 861 1360">a. On successful completion of field study- 20% land details for land bank creation for 12 coastal districts</td> <td data-bbox="583 1206 814 1360"></td> <td data-bbox="814 1206 1041 1360">30%,</td> </tr> <tr> <td data-bbox="352 1360 861 1391">b. on submission of</td> <td data-bbox="583 1360 814 1391">40%</td> <td data-bbox="814 1360 1041 1391">30%</td> </tr> </tbody> </table>	Details of work	Payment Existing	Payment requested	a. On successful completion of field study- 20% land details for land bank creation for 12 coastal districts		30%,	b. on submission of	40%	30%		<i>Existing payment pattern may be retained.</i>
Details of work	Payment Existing	Payment requested											
a. On successful completion of field study- 20% land details for land bank creation for 12 coastal districts		30%,											
b. on submission of	40%	30%											

		<p>draft reports in hard bound copies and original in soft copy.</p> <p>c. On submission of 40% 40% final reports in hard bound copies and original soft copy.</p>		
11	TOR Clause 17(1 & 2) pg.No. (10)	<p>There is no clause mentioned about a consortium formation.</p> <p><i>Kindly request the authority to allow for the formation of consortium with other firms with the specific requirements.</i></p>		<p>According to Pre qualification criteria of the tender document in Sl.no. 17(1&amp;2) it has already been mentioned that</p> <p>"the applicant shall be an individual firm/company partnership/proprietorship firm/ consortium registered under the Indian Companies Act, 1956/the partnership Act, 1932 and who have their registered offices in India/ Tamil Nadu."</p>
12	TOR Clause- 17 (4) pg.No. (11)	<p>Assignments of similar nature successfully completed during last 5 years.</p> <p><i>Request to clarify the exact technical requirements of projects to be submitted as qualifying credentials for the proposal.</i></p>		<p>Similar nature of successfully completed projects means, works undertaken by the applicant in designing , Mapping, selection of site and establishment of Aquaculture parks with required infra structure facilities.</p>
13	TOR Clause	<p>Assignments of similar nature successfully completed during last 5 years.</p>		<p>Successful work completion certificates</p>

	17(4) pg.No. (11)	Note: Please attach certificates from the employer by way of documentary proof. (Issued by the Officer of rank not below the rank of Head of the Institution or equivalent.) Request to clarify if Work orders and Contract. Agreements can be used as a documentary proof for the above.		from the appropriate authorities should be provided as documentary proof.																				
14	Annexure IV- (Format F-4) pg.No. (34)	<table border="1" data-bbox="352 394 1003 665"> <thead> <tr> <th colspan="5" data-bbox="352 394 1003 427"><b>List of Experts on Payroll</b></th> </tr> <tr> <th data-bbox="352 427 436 584">Sl. No</th> <th data-bbox="436 427 577 584">Name</th> <th data-bbox="577 427 741 584">Designation</th> <th data-bbox="741 427 871 584">Qualification</th> <th data-bbox="871 427 1003 584">Relevant Experience</th> </tr> </thead> <tbody> <tr> <td data-bbox="352 584 436 625">1</td> <td data-bbox="436 584 577 625"></td> <td data-bbox="577 584 741 625"></td> <td data-bbox="741 584 871 625"></td> <td data-bbox="871 584 1003 625"></td> </tr> <tr> <td data-bbox="352 625 436 665">2</td> <td data-bbox="436 625 577 665"></td> <td data-bbox="577 625 741 665"></td> <td data-bbox="741 625 871 665"></td> <td data-bbox="871 625 1003 665"></td> </tr> </tbody> </table> <p data-bbox="352 665 1045 857"><i>Kindly request to provide the exact details of the personnel required for the project so that the relevant experience of each can be taken into consideration judiciously for the relevant roles</i></p>	<b>List of Experts on Payroll</b>					Sl. No	Name	Designation	Qualification	Relevant Experience	1					2						Experts from Aquaculture & Civil Engineering, Fisheries, land Mapping , land surveying, Finance who have work experience in atleast two projects in establishing Aquaculture park.
<b>List of Experts on Payroll</b>																								
Sl. No	Name	Designation	Qualification	Relevant Experience																				
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15	Annexure -III-(9)- Pg.No.28	The (Name of consultants) will be responsible for appropriate insurance coverage. In this regard, the (Name of consultants) shall maintain workers compensation, employment liability insurance for their staff on the assignment. The consultants shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the		No change. The clause is retained.																				

		<p>services which result from the fault of the (Name of consultants) or its staff. The Name of Consultants shall provide the Name the Client with certification thereof upon request.</p> <p><i>Kindly request for the following change in the mentioned clause:</i></p> <p><i>The (Name of Consultants) will be responsible for appropriate insurance coverage. In this regard, the(Name of consultants) shall maintain contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the (Name of consultants) or its staff. The Name of Consultants shall provide the Name of Client with certification thereof upon request.</i></p>		
16	<p>Clause 27 Pg.No: (17)</p>	<p>Failure to execute the entire contract within the stipulated time from the date of issue of order &amp; agreement, will attract a penalty of 1% per week, on the full value of the contract upto a maximum of 5% for a period of one month. Delays beyond this period will result in cancellation of the tender award and blacklisting of the individual firm / company / partnership/ proprietorship firm / consortium.</p> <p><i>Kindly request for the following change in the mentioned clause:</i></p>		<p>No change. The clause is retained.</p>

		<i>Failure to execute the entire contract within the stipulated time from the date of issue of order &amp; agreement, will attract a penalty of 1% per week, on the full value of the contract upto a maximum of 5% for a period of one month.</i>	
17	Annexure -III-(9)-Pg.No. 28	<p>The (Name of Consultants) will be responsible for appropriate insurance coverage. In this regard, the (Name of Consultants) shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultants shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any per or damage to any property arising out of, or in connection with, the services which result from the fault of the (Name of Consultants) or its staff. The Name of Consultants shall provide the Name of Client with certification thereof upon request.</p> <p><i>Kindly request for the following change in the mentioned clause:</i></p> <p><i>The (Name of Consultants) will be responsible for appropriate insurance coverage. In this regard, the (Name of consultants) shall maintain contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and</i></p>	No change. The clause is retained.

		<p><i>expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the (Name of consultants) or its staff.</i></p> <p>The (Name of Consultants) shall indemnify and hold harmless the (Name of Client) against any and all claims, demands, and / or judgments of any nature brought against the (Name of Borrower) arising out of the services by the (Name of Consultants) under this Contract. The obligation under this paragraph shall survive the termination of this Contract.</p> <p><i>Kindly request for the following change in the mentioned clause:</i></p> <p><u>Subject to the maximum extent of the Contract value.</u></p> <p><i>The (Name of Consultants) shall indemnify and hold harmless the (Name of Client) against any and all claims, demands, and / or judgments of any nature brought against the (Name of Borrower) arising out of the services by the (Name of Consultants) under this Contract. The obligation under this paragraph shall survive the termination of this Contract.</i></p>		
19	<p>Clause. 13 Pg.No 8</p>	<p>Any dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the study, meaning, scope, operation or effect of the Agreement or validity of the breach</p>		<p>No change. The clause is retained.</p>

		<p>thereof, which cannot be resolved through negotiation process, shall be referred to a sole Arbitrator to be appointed by the Director of Fisheries. The Arbitration shall be held in Chennai, India and the language shall be English only.</p> <p>Subject to the above, the Courts at Chennai only shall have jurisdiction in this matter.</p> <p><i>Kindly request for the following change in the mentioned clause:</i></p> <p><i>Any dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the study, meaning, scope, operation or effect of the Agreement or validity of the breach thereof, which cannot be resolved through negotiation process, shall be referred to <u>arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.</u> The Arbitration shall be held in Chennai, India and the language shall be English only.</i></p> <p><i>Subject to the above, the Courts at Chennai only shall have jurisdiction in this matter.</i></p>		
20	Annexure -III-(10)-Pg.No. 28-29	The (Name of Consultants) shall indemnify and hold harmless the (Name of Client) against any and all claims, demands, and / or judgments of any nature brought against the (Name of Borrower) arising out of the services by the (Name of Consultants) under this Contract. The obligation under this		No change. The clause is retained.

		<p>paragraph shall survive the termination of this Contract.</p> <p><i>Kindly request for the following change in the mentioned clause:</i></p> <p><u><i>Subject to the maximum extent of the Contract value.</i></u></p> <p><i>The (Name of Consultants) shall indemnify and hold harmless the (Name of Client) against any and all claims, demands, and / or judgments of any nature brought against the (Name of Borrower) arising out of the services by the (Name of Consultants) under this Contract. The obligation under this paragraph shall survive the termination of this Contract.</i></p>		
21		<p><i>Kindly request for the additional of the following clause:</i></p> <p><i>The (Name of Consultants) may terminate this Agreement, or any particular Services, immediately upon written notice to (Name of Client) if (Name of Consultants) reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.</i></p>		No change in tender document.
22		<p><i>Kindly request for the additional of the following clause:</i></p> <p><i>(Name of Client) shall not recover from the (Name of Consultants), in contract or tort, under statute or otherwise, any amount will respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special</i></p>		No change in tender document.

	<p><i>damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. (Name of Client), in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the services.</i></p>		
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Director of Fisheries