

Response to Queries

Sl. No.	Pg. No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any	Response
Volume 1: Instructions to Bidders						
1	8	Volume 1: Instructions to Bidder - Introduction	1.1.4	For the purpose of establishing the NBC, the Authority wishes to appoint a strategic partner ("Strategic Partner") for the purpose of, inter alia, providing . . . the detailed designs including preparation of master plan for the Site allocated for the NBC, detailed engineering including structural designs, Good For Construction Drawings, . . . as well as supervising and monitoring the construction of the NBC by the construction agency to be appointed by the Authority	OI, being a non-profit research organization, does not have the internal expertise to perform these specific engineering activities. Therefore, OI cannot perform said activities. While OI could partner with or sub-contract to an engineering firm, OI cannot bid on a construction project. In the Design Phase, OI can provide a Conceptual Plan and design criteria documents for all relevant facilities associated with the NBC, including larval rearing (hatchery module), holding juvenile shrimp from a large number of selectively bred shrimp families (nursery module), and for production of high quality broodstock (broodstock module). OI can provide a Design Criteria document for the construction of the NBC which includes, (a) lay-out design of all required facilities (excluding staff houses and offices) with diagrams and descriptions of flow-of work and intended uses; (b) list of key equipment; and (c) detailed description of important biological requirements for the culture of all shrimp life stages and system design recommendations to meet those requirements. The design criteria documents will include detailed floor-plan designs for each module, required environmental/culture conditions for the shrimp, and system details such as the number and size of tanks, number and size of pumps and filters, and other relevant equipment/supplies. In addition, OI can provide the Authority with guidance on feed options, the design of the water treatment systems, disease surveillance strategies, design and equipment list for a disease diagnostic laboratory	No change.

Sl. No.	Pg. No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any	Response
					<p>(with input from the University of Arizona’s Aquaculture Pathology Laboratory, a world leader in shrimp disease diagnostics), design and equipment list for a molecular genetics laboratory for microsatellite marker development, and SOP manuals on how to operate the NBC. In addition, OI can conduct an initial site visit to verify on-ground conditions and make recommendations to the Construction Agency about the design of the NBC. OI can work closely with the Construction Agency to help ensure that the biological criteria needed for effective NBC operation are met. However, OI <u>cannot</u> be responsible for the preparation and submission of a DPR. Formal engineering drawings, project management during construction, and drafting of a DPR should be carried out by an engineering firm licenced in India. The Strategic Partner can review and make recommendations about which engineering firm to select, as required by MPEDA, to carryout these activities. However, the Strategic Partner, should not be liable (financial or otherwise) for unsatisfactory performance of the engineering firm. OI, as mentioned above, is a non-profit research organization, and assuming liabilities for the performance of a third-party contractor in India is too burdensome for OI (legally and financially). Recommendation: MPEDA sign agreement directly with engineering firm. This may or may not be the same firm selected for construction. The Strategic Partner would still be obligated to work closely with the engineering firm, but would remove the liabilities from the Strategic Partner whose focus should be on providing expertise in shrimp breeding and genetics. In addition, this approach would avoid complex tax</p>	

Sl. No.	Pg. No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any	Response
					issues associated with an India agency (the Authority) paying a foreign entity (the Strategic Partner), and then the Strategic Partner paying an India company. There may also be double tax implications which can be avoided, as these would ultimately lead to much higher financial bids (and cost to the Authority).	
2	8	Introduction	1.1.6	The Strategic Partner shall be responsible for discharging its obligations in accordance with the proposed agreement to be signed between the Authority and the Strategic Partner ("Technical Services Agreement") for a Term of nine (9) years with an option to extend the Term for another 10 (ten) years in accordance with the mechanism set out in the Technical Services Agreement. The draft Technical Services Agreement has been provided as Volume II of this RFP and the Scope of Services of the Strategic Partner is set out in Schedule A of the draft Technical Services	OI is not in a position to address any legal concerns relating to the TSA until the basic business terms (scope of work & payment milestones) are mutually agreed upon. Accordingly, OI reserves the right to provide additional comments or request revisions once the basic business terms are finalized. Lastly, the transaction terms and conditions remain subject to HPU's governing board approval process. Agreeing to final TSA language prior to, and as a condition of, submitting Technical and Financial bids is not acceptable. Importantly, the detailed scope of work for the project won't be known until after the Concept Presentation and selection of a bid. At the very least, payment terms/schedule will need to be adjusted to reflect project tasks and timeline. In addition, additions/modification of terms may be needed to properly capture the obligations of both parties and remedies for failure to comply. <u>Recommendations:</u> (1) Remove "TSA Approval" requirement as a condition of submitting a bid. (2) Set an acceptable time period for the Authority and selected Strategic Partner for exclusive negotiation and approval of TSA ("Exclusive Negotiating Period"). (3) If agreement isn't reached within the Exclusive Negotiating Period, the Authority has the right to select a different Strategic Partner based on the bid scoring process.	Please note that the terms of the TSA including the payment terms and schedules, are not negotiable once the bid has been awarded. Any queries must be resolved at the Pre-Bid stage itself.

Sl. No.	Pg. No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any	Response
3	13	Introduction	1.2.3	In terms of the RFP, a Bidder is required to deposit, along with its Bid, a bid security equivalent to an amount of INR 6,000,000 / USD 85,000 (Indian Rupees Six million/ United States Dollars Eighty-Five Thousand only) ("Bid Security").	OI has concerns about the magnitude of the Bid Security, Performance Security, and Performance Guarantee and needs to negotiate the same. It is unlikely that the HPU Board will approve the magnitude of these deposits. There are only a small number of entities that meet the qualifications for a Strategic Partner, as set forth by the Authority. Given the duration and magnitude of the NBC project, it is reasonable to assume that all qualified bidders are capable and motivated to carryout the work proposed in the Technical Bid and Concept Presentation. Thus, the requirement for a Bid Security deposit is not needed. In addition, the financial burden of the Bid Security might discourage potential bidders and leave the Authority with few, if any, qualified bidders. <u>Recommendation:</u> Remove the requirement for a Bid Security or significantly reduce the amount.	No change.
4	17	Instructions to Bidders	2.1.8	As mentioned in Clause 1.2.3, the Bidder shall deposit a Bid Security in accordance with the provisions of this RFP. The Bidder shall provide the Bid Security in the form of a Bank Guarantee, acceptable to the Authority, as per format set forth in Annexure E of Appendix-I.	OI has concerns about the magnitude of the Bid Security, Performance Security, and Performance Guarantee and needs to negotiate the same. It is unlikely that the HPU Board will approve the magnitude of these deposits.	No change.
5	39	Instructions to Bidders	2.20.5	The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events	As requested above, there should be an Exclusive Negotiating Period for the TSA so that the selected Strategic Partner and the Authority can finalize TSA terms. Again, it is reasonable to assume that all qualified bidders will be capable and	No change.

Sl. No.	Pg. No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any	Response
				specified in Clause 2.20.6 hereinbelow. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.	motivated to secure the NBC project. Thus, it is also reasonable to assume that bidders will negotiate TSA terms in good faith. <u>Recommendation:</u> If a bid security deposit is required (requested above to remove or significantly reduce deposit), it should be returned to bidder <u>if</u> final TSA terms cannot be agreed to. The impacts of not reaching an agreement on TSA terms are significant for both parties, so in our view the need for a security bid is not needed.	
6	50	Annexure A - Letter Comprising the Bid	7 a)	I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;	OI reserves the right to have legal counsel review and amend the "LETTER COMPRISING THE BID". Further, OI has specific reservations concerning some of the terms and conditions in the Bidding Documents, including certain Addenda issued by the Authority.	Please refer to the response to Sl. No. 2, above.
7	52	Annexure A - Letter Comprising the Bid	20	In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Technical Services Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.	OI reserves the right to have legal counsel review and amend the "LETTER COMPRISING THE BID". Further, OI is not in a position to address any legal concerns relating to the TSA until the basic business terms (scope of work & payment milestones) are mutually agreed upon. Accordingly, OI reserves the right to provide additional comments or request revisions once the basic business terms are finalized. Lastly, the transaction terms and conditions remain subject to HPU's governing board approval process.	Please refer to the response to Sl. No. 2, above.

Sl. No.	Pg. No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any	Response
8	52	Annexure A - Letter Comprising the Bid	25	I/We agree and undertake to abide by all the terms and conditions of the RFP.	OI reserves the right to have legal counsel review and amend the "LETTER COMPRISING THE BID". Further, OI has specific reservations detailed in the RFP.	Please refer to the response to Sl. No. 2, above.
9	57	Annexure C - Power of Attorney for Signing of Bid	NA	Appointment of Strategic Partner for Detailed Design, Technical Inputs and Construction Supervision and Operation of the Nucleus Breeding Centre for L. vannamei shrimp ("Project")	OI <u>cannot</u> perform the activity of construction supervision. OI can conduct an initial site visit to verify on-ground conditions and make recommendations to the Construction Agency about the design of the NBC. OI can work closely with the Construction Agency to help ensure that the biological criteria needed for effective NBC operation are met. As mentioned above, the Strategic Partner can review and make recommendations about an engineering firm, if desired/required by MPEDA, to carryout these activities. However, the Strategic Partner, should not be liable (financial or otherwise) for unsatisfactory performance of the engineering firm. <u>Recommendation:</u> MPEDA sign agreement directly with engineering firm. This may or may not be the same firm selected for construction. The Strategic Partner would still be obligated to work closes with the engineering firm, but would remove the liabilities from the Strategic Partner whose focus should be on providing its expertise in shrimp breeding and genetics. In addition, this approach would avoid complex tax issues associated with an India agency (the Authority) paying a foreign entity (the Strategic Partner), and then the Strategic Partner paying an India company. There may also be double tax implications that can be avoided, as these would ultimately lead to much higher financial bids (and cost to the Authority).	No change.

Sl. No.	Pg. No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any	Response
10	57	Annexure C - Power of Attorney for Signing of Bid	NA	Entire Annexure C	OI reserves the right to have legal counsel review and amend the "Power of Attorney for Signing of Bid" document.	Please refer to the response to Sl. No. 2, above.
11	61 - 63	Annexure E - Format for Bid Security	NA	Entire Annexure E	OI reserves the right to have legal counsel review and amend the "Format for Bid Security" document	Please refer to response to Sl. No. 2, above.
12	69 - 70	Annexure G - Technical Capacity of Bidder	NA	Experience: Infrastructure Project/ design and construction of a Nucleus Breeding Centre/ Research and development to develop at least 50 families of L. vannamei shrimp (Select as applicable)	OI, being a non-profit research organization, does not have the internal expertise to perform infrastructure construction or engineering activities. In the Design Phase, OI can provide a Conceptual Plan and design criteria documents for all relevant facilities associated with the NBC, including larval rearing (hatchery module), holding juvenile shrimp from a large number of selectively bred shrimp families (nursery module), and for production of high quality broodstock (broodstock module). OI can provide a Design Criteria document for the construction of the NBC which includes, (a) lay-out design of all required facilities (excluding staff houses and offices) with diagrams and descriptions of flow-of work and intended uses; (b) list of key equipment; and (c) detailed description of important biological requirements for the culture of all shrimp life stages and system design recommendations to meet those requirements. The design criteria documents will include detailed floor-plan designs for each module, required environmental/culture conditions for the shrimp, and system details such as the number and size of tanks, number and size of pumps and filters, and other relevant equipment/supplies. OI can also provide input on the design of the water treatment systems, disease surveillance	No change.

Sl. No.	Pg. No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any	Response
					<p>strategies, design and equipment list for a disease diagnostic laboratory, design and equipment list for a molecular genetics laboratory for microsatellite marker development, and SOP manuals on how to operate the NBC. In addition, OI can conduct an initial site visit to verify on-ground conditions and make recommendations to the Construction Agency about the design of the NBC. OI can work closely with the Construction Agency to help ensure that the biological criteria needed for effective NBC operation are met.</p> <p><u>Recommendation:</u> (1) The Authority select a Construction Agency and sign agreement with them for the construction of the NBC; (2) the Authority sign agreement with an engineering firm to provide detailed engineering, project management during construction, and drafting of DPR; (3) Strategic Partner will be responsible for vetting engineering firms, getting bids from engineering firms, and providing a recommendation to the Authority for an engineering firm; and (4) the Strategic Partner will be obligated to work closely with the engineering firm during design and construction of the NBC.</p>	
Volume 2: Technical Services Agreement						
13	4 - 10 4	Volume II - Request for Proposal - Technical Services Agreement (TSA)	NA	Entire TSA	<p>OI reserves the right to have legal counsel review and amend the "Technical Services Agreement" AFTER all the basic business terms (scope of work & payment milestones) are mutually agreed upon. <u>All references to the Strategic Partner being responsible for the provision of a DPR and oversight of the construction of the NBC will have to be removed from the TSA.</u> OI would work with the Construction Agency during both the design and construction phases to make sure the facility meets all biological and production requirements of the</p>	No change. Please refer to the response at Sl. No. 2, above.

Sl. No.	Pg. No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any	Response
					Project. This effort would include periodic site visits and feedback to the Construction Agency. But, OI <u>cannot</u> undertake construction oversight, be responsible for the construction of NBC, or assume financial liabilities for meeting construction deadlines. OI also <u>cannot</u> be responsible to ensure that all the construction done by the Construction Agency is done as per the specifications detailed in the DPR, and <u>cannot</u> deploy a full-time construction manager. <u>Recommendation:</u> Set an Exclusive Negotiating Period for the Strategic Partner and Authority to agree to final TSA terms.	
14	10 6	Volume II - Request for Proposal - Schedule A: Scope of Services	PART A-Phase I: Design Phase; 2 - Site Visit	Detailed site assessment and undertake all necessary surveys including topography and soil surveys in order to enable them to carry out detailed planning & designing for the purpose of subsequent submission of the DPR. Identify and list down all applicable Site development and building construction norms such as Development Control Regulations, Statutory Master Plan, CRZ, approvals from relevant competent authorities and environment regulations, approval processes to be undertaken.	OI, being a non-profit research organization, does not have the internal expertise to perform infrastructure construction or engineering activities including, but not limited to, conducting topography and soil surveys, identifying all applicable site development and building construction norms such as Development Control Regulations, Statutory Master Plan, CRZ, approvals from relevant competent authorities and environment regulations. OI can conduct an initial site visit to verify on-ground conditions and make recommendations to the Construction Agency about the design of the NBC. OI can work closely with the Construction Agency to help ensure that the biological criteria needed for effective NBC operation are met. <u>Recommendation:</u> This should be the responsibility of the selected engineering firm and the selected firm should take on the liabilities associated with these tasks.	No change.

Sl. No.	Pg. No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any	Response
15	10 6	Volume II - Request for Proposal - Schedule A: Scope of Services	PART A-Phase I: Design Phase; 3 - Preparation and Submission of DPR	Entire section	See above	No change.
16	10 8	Volume II - Request for Proposal - Schedule A: Scope of Services	PART A-Phase I: Design Phase; 4 - Preparation of SOPs	During this Design Phase, the Strategic Partner shall be obligated to prepare certain standard operating procedures (SOP)/manuals/protocols for the NBC.	It may be more appropriate to draft the SOP manuals after construction of the NBC, as the SOPs will be specific to the final design and construction of the facility.	Please refer to Sl. Nos. 1,3,4, 5, 6 & 8 of the corrigendum issued on June 10, 2019.
17	10 8 - 11 1	Volume II - Request for Proposal - Schedule A: Scope of Services	PART B- Phase II: Construction and Monitoring Phase	Entire section	OI would work with the Construction Agency during both the design and construction phases to make sure the facility meets all biological and production requirements of the Project. This effort would include periodic site visits and feedback to the Construction Agency. But, OI <u>cannot</u> undertake construction oversight, be responsible for the construction of NBC, or assume financial liabilities for meeting construction deadlines. OI also <u>cannot</u> be responsible to ensure that all the construction done by the Construction Agency is done as per the specifications detailed in the DPR, and <u>cannot</u> deploy a full-time construction manager. <u>Recommendation:</u> This should be the responsibility of the selected engineering firm and the selected firm should take on the liabilities associated with these tasks.	No change.
18	11 5	Volume II - Request for Proposal -	PART C: Phase III: Operations Phase	The Project Team shall be stationed at the Site during the first year of the Operations	OI's Project Team <u>cannot</u> be stationed at the Site. OI senior staff and technical staff may spend substantial amounts of time in-country for routine site visits associated with facility &	Please refer to Sl. Nos. 2 & 7 of the

Sl. No.	Pg. No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any	Response
		Schedule A: Scope of Services		Phase. Thereafter, commencing from the second year of the Operations Phase, the Project Team, or other qualified personnel of the Strategic Partner shall undertake quarterly visits to the Site	system start-up, troubleshooting, staff training, data collection, and quality control/ biosecurity audits throughout the Term of the Project. The NBC will require a large number of RGCA staff who will need to be managed on a day-to-day basis by an NBC manager appointed by RGCA. It will be OI's role to work with, and provide support to, the NBC manager to make sure that breeding and production goals are met. Importantly, the Strategic partner will have a significant tax burden if representatives exceed certain residence limitations. In addition, finding highly qualified individuals in shrimp breeding that will be willing to live in southern India will be difficult and, if can be found, will require very high salaries. These costs would need to be budgeted for and ultimately passed on to the Authority (via an increase in the financial bid). <u>Recommendations:</u> (1) Remove requirement for permanent stationing of senior staff; (2) Add requirement for representative(s) of the Strategic Partner to be present during start-up of facilities, training of staff, during initiation and completion of key breeding program tasks, and for periodic quality control visits.	corrigendum issued on June 10, 2019.
19	11 8 - 11 9	Volume II - Request for Proposal - Schedule C: PROJECT COMPLETION SCHEDULE	NA	Entire section	OI <u>cannot</u> be held accountable and responsible for the scheduled milestone completion dates indicated in this schedule as they relate to submission of SOPs, submission of DPR, and any construction milestones. DPR submission and construction milestones should be the responsibility of the engineering firm and Construction Agency, respectively. Initial NBC SOPs should be submitted prior to commissioning the NBC. However, SOPs are often "living" documents that are changed periodically to help improve operations and maintain	No change.

Sl. No.	Pg. No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any	Response
					quality control. This is particularly true during the initial start-up of a new facility and training of new staff.	
20	12 0 - 12 1	Volume II - Request for Proposal - Schedule D: PAYMENT MILESTONES	NA	Entire section	OI reserves the right to amend the "Payment Milestones of the Contract Fee". Payment milestones appear to be more consistent with a large construction project rather than a shrimp breeding project focusing on the transfer of shrimp breeding technologies and the transfer of shrimp germplasm. Importantly, there are significant upfront costs to OI, including the care and maintenance of shrimp at OI. Without upfront financial compensation from the Authority and a mutually agreeable payment time line, OI will not be able to submit a bid. <u>Recommendation</u> : Set an Exclusive Negotiating Period for the Strategic Partner and Authority to agree to final TSA terms. Payment terms need to match project tasks and schedule and these will not be know until after the submission of the Technical Bid and Concept Presentation.	No change.
21	12 2 - 12 9	Volume II - Request for Proposal - Schedule E: FORMAT OF BANK GUARANTEE	NA	Entire section	OI reserves the right to have legal counsel review and amend the "FORMAT OF BANK GUARANTEE".	Please refer to the response at Sl. No. 2, above.
22	13 0 - 13 2	Volume II - Request for Proposal - Schedule F: FORMAT OF CERTIFICATES	NA	Entire section	OI reserves the right to have legal counsel review and amend the "FORMAT OF CERTIFICATES". All references to the Strategic Partner being responsible for the provision of a DPR and oversight of the construction of the NBC will have to be removed. Thus, the following certificates may be irrelevant to OI: Design Phase Completion Certificate, Construction	Please refer to the response at Sl. No. 2, above.

Sl. No.	Pg. No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any	Response
					Monitoring Phase Completion Certificate, Milestone Completion Certificate.	
23	13 3 - 13 5	Volume II - Request for Proposal - Schedule G: TERMS OF REFERENCE FOR THIRD PARTY ENGINEER	NA	Entire section	OI can not be responsible for the behaviours and actions of a Third Party Engineer. <u>Recommendation:</u> MPEDA sign agreement directly with engineering firm and have the engineering firm assume all liabilities associated with their project related activities.	Please refer to Sl. Nos. 2, 3, 4 & 5 of the corrigendum issued on April 2, 2019.
24	13 6 - 13 9	Volume II - Request for Proposal - Schedule H: TERMS OF REFERENCE FOR INDEPENDENT EXPERT	NA	Entire section	OI reserves the right to have legal counsel review and amend the " TERMS OF REFERENCE FOR INDEPENDENT EXPERT". In addition, members of the Independent Committee should be required to sign a non-disclosure agreement where they are prohibited from sharing project data or information with any third party.	Please refer to the response at Sl. No. 2, above.

Sl. No.	Pg. No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any	Response
25	53	Volume II - Request for Proposal - Technical Services Agreement (TSA)	15.5 b) and c)	In case the Designated Number of Families supplied as part of the Evaluation Stream Batch fail to adhere to and perform in accordance with even one of Performance Parameters, during the course of field trial, then the same shall be treated as a non-performance default. In case of such non-performance default, the Authority shall levy Damages at the rate of 0.5% (zero point five percent) of the Performance Security and/or Performance Guarantee, as the case may be, for each instance of non-performance default	Shrimp performance is a function of genetics, which OI has control over, and the environment (e.g. water quality, feed quality, presence of pathogens, etc.), which OI does not have control over. Therefore, OI cannot assume financial liabilities for shrimp performance when it does not have complete control over the environment. Alternatively, OI can be held accountable for the genetic aspects of shrimp performance by including in the TSA, a clause whereby OI would return an unused portion of the Fee upon failure to comply with a specific genetic KPI. OI can provide the Authority with a unique 2-stage shrimp breeding program which integrates traditional selective breeding with state-of-the-art molecular genetics. OI's approach will differ, in some respects, from the approach suggested in the RFP. In addition, OI can provide the Authority with SNP markers, transfer pedigree information for a minimum of 30 shrimp families, and conduct all relevant training. Recommendations: (1) Set KPIs for genetic improvement based on proposed rates of genetic gain in the Concept Presentation. The calculations will remove the effects of the environment and will be a more appropriate metric so assessing the performance of the Strategic Partner/breeding program; (2) Set remediation procedures if KPIs are not achieved; and (3) Set project termination terms if KPIs are not reached after an appropriate remediation period. In our	No change.

Sl. No.	Pg. No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any	Response
					view, this should all be part of the TSA negotiations (as proposed above).	
26	58	Volume II - Request for Proposal - Technical Services Agreement (TSA)	B. Independent Committee; 18.9 Remuneration	The remuneration, cost and expenses of the Independent Committee shall be paid by the Authority, one-half of such remuneration, cost and expenses shall be reimbursed by the Strategic Partner to the Authority within 15 (fifteen) days of receiving a statement of expenditure from the Authority	Since OI will not have a cost estimate for these services prior to submitting the financial bid, OI cannot submit a bid while assuming this unknown financial liability. The Strategic Partner will not have a cost estimate for these services prior to submitting the Financial Bid. Thus, it will be difficult to properly budget for these costs. Also, splitting the financial liabilities of the Independent Committee costs does not guarantee independence, especially if the Committee is fully selected by the Authority and all from India. <u>Recommendation:</u> (1) Set a maximum amount that the Strategic Partner is financially	Please refer to Sl. No. 7 of the corrigendum issued on April 2, 2019.

Sl. No.	Pg. No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any	Response
					liable for or remove financial liability for these services; (2) Selection of the Committee should be a joint effort of the Strategic Partner and the Authority and terms for the selection Committee members should be included in the TSA.	
27	31	Volume II - Request for Proposal - Technical Services Agreement (TSA)	ARTICLE 9: PERFORMANCE SECURITY AND PERFORMANCE GUARANTEE 9.1 Performance Security	The Strategic Partner shall, for the performance of its obligations hereunder during the Performance Security Period, provide to the Authority no later than 30 (thirty) days from the execution of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. [***] (Rupees *** only) (10% of the Contract Fee) in the form set forth in Part A of Schedule E(("Performance Security"). Until such time the Performance Security is provided by the Strategic Partner pursuant hereto and	OI has concerns about the magnitude of the Bid Security, Performance Security, and Performance Guarantee and needs to negotiate the same. It is unlikely that the HPU Board will approve the magnitude of these deposits. This project will likely account for a significant portion a Strategic Partner's business/research activities; thus, the potential loss of this project by not purposefully achieving project milestones shouldn't be a real concern. Thus, a large financial penalty is not needed. Furthermore, a large Performance Security and Performance Guarantee may discourage bidders and leave MPEDA will few, if any, options and in a position of having to select a less qualified entity. <u>Recommendation:</u> (1) Remove or significantly reduce Performance Security; (2) Set terms for project termination due to lack of performance, including the return of unused funds paid to Strategic Partner.	No change.

Sl. No.	Pg. No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any	Response
				the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Strategic Partner.		
28	32	Volume II - Request for Proposal - Technical Services Agreement (TSA)	ARTICLE 9: PERFORMANCE SECURITY AND PERFORMANCE GUARANTEE 9.4 Performance Guarantee	The Strategic Partner shall, for the performance of its obligations hereunder during the Performance Guarantee Period, provide to the Authority no later than 30 (thirty) days prior to expiry of the Performance Security, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. [***] (Rupees *** only) (5% of the Contract Fee) in the form set forth in Part B of Schedule E (the "Performance Guarantee"). Until such time the Performance Guarantee is provided by the Strategic Partner pursuant hereto and the same comes into effect,	OI has concerns about the magnitude of the Bid Security, Performance Security, and Performance Guarantee and needs to negotiate the same. It is unlikely that the HPU Board will approve the magnitude of these deposits. See above.	No change.

Sl. No.	Pg. No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any	Response
				the Performance Security shall remain in force and effect, and upon such provision of the Performance Guarantee pursuant hereto, the Authority shall release the Performance Security to the Strategic Partner.		
29	35 - 41	Volume II - Request for Proposal - Technical Services Agreement (TSA)	ARTICLE 11: OBLIGATIONS OF STRATEGIC PARTNER DURING DESIGN PHASE AND CONSTRUCTION MONITORING PHASE	Entire section	OI <u>cannot</u> comply with most of the items in Article 11 and <u>cannot</u> be responsible for damages for delays in meeting construction timelines. See above comments and recommendation regarding selection of engineering and construction firms and assignment of liabilities.	No change.
30	43 - 44	Volume II - Request for Proposal - Technical Services Agreement (TSA)	ARTICLE 13: LIABILITY AND DAMAGES	Entire section	OI reserves the right to have legal counsel review and amend all of the TSA, including this section. It will be important to assign quantitative metrics, to the extent possible, in identifying a "deficiency", otherwise it may be too subjective. See above regarding recommendation of an Exclusive Negotiating Period to finalize TSA terms.	Please refer to the response at Sl. No. 2, above.

Sl. No.	Pg. No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any	Response
31		TSA			Strategic Partner should be required to cease all commercial activities in India that could compete with this project, including the sell/distribution of any <i>L. vannamei</i> shrimp not originating from the MPEDA NBC. R&D activities and/or operation of commercial hatcheries or BMCs using germplasm from the NBC should be allowed.	No change.
32		TSA			Breeding activities, including in-country evaluations, must begin immediately after project initiation and these activities should be used to select/produce germplasm for the BMC at TASPARC.	No change.
33		Bid Process; Technical Scoring			The scoring of the Financial Bid should not be a simple quantitative exercise. Rather, it should be scored based on the appropriateness of proposed costs relative to the work proposed in the Technical Bid and Concept Presentation. For example, if one bid costs is 10 units and the other is 5 units, it is our understanding that the cheaper bid (5 units) will receive a score of 100 and the higher bid (10 units) will receive a score of 50 (since it is twice as expensive). However, it is possible that the higher bid provides a good value based on the amount of work proposed and the lower bid provides poor value (i.e. overbid) relative to the work proposed. The 70%:30% weighting of bid scores helps reduce the impact of a scenario like this. However, if the goal is for MPEDA to secure a high quality project that is off significant magnitude but still provides value (not overbid), then additional measures may be needed to prevent over-rewarding the low cost bid.	No change.
34	25	Bid Process; Technical Scoring		Annual Production capacity* (no. of Brood Stock)	Annual production capacity criterion gives unfair advantage to commercial broodstock suppliers and rewards them for a	No change.

Sl. No.	Pg. No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any	Response
					criteria that really has little impact on the delivery of quality shrimp breeding services.	
35				Payment to Strategic Partner	Payment to OI has to be in United States dollars and net of all taxes. OI will be paying all of its expenses in U.S. dollars and cannot take the risk of variable exchange rates and a falling rupee.	No change.

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

Address:3/197, Poompuhar Road, Karaimedu Village, Sattanathapuram Post, Sirkali Taluk, Nagapattinam District, Tamil Nadu 609109

Dated: June 11, 2019

**Appointment of Strategic Partner for Detailed Design, Technical Inputs, Construction Supervision, and Operation of Nucleus Breeding Centre
(NBC) for *L. vannamei* in India**

Corrigendum No. 2

Technical Bid

SI. No.	Clause Reference	Existing Clause	New Clause/Modified Clause
1.	Volume II, Clause 11.1.5	<p>The Strategic Partner shall be responsible for preparing and submitting the manuals, standard operating procedures and handling and training protocols, specifically mentioned at SI. No. 4 of Part A of Schedule A, within 60 (sixty) days from the Effective Date. The manuals, protocols, SOPs submitted shall be reviewed by the Authority. The Authority may either accept the manuals, protocols and SOPs or may provide comments suggesting amendments. The Authority shall ensure that the approval or the comments and suggestions for amendments, as the case may be, shall be provided within 30 (thirty) days of submission of the manuals, SOPs and protocols.</p> <p>Upon the receipt of such comments, the Strategic Partner shall revise the manuals, SOPs and protocols to incorporate the changes suggested by the Authority, within 15 (fifteen) days of receipt of comments from the Authority.</p> <p>Upon receipt of the revised manuals, SOPs and protocols, the Authority may either approve the revised manuals, SOPs and protocols or may suggest amendments and revisions by way of comments. The Strategic Partner upon receipt of such comments and suggestions, shall make the necessary revisions in</p>	<p>The Strategic Partner shall be responsible for preparing and submitting the manuals, standard operating procedures and handling and training protocols, specifically mentioned at SI. No. 4 of Part A of Schedule A, within the Scheduled Construction Completion Date. The manuals, protocols, SOPs submitted shall be reviewed by the Authority. The Authority may either accept the manuals, protocols and SOPs or may provide comments suggesting amendments. The Authority shall ensure that the approval or the comments and suggestions for amendments, as the case may be, shall be provided within 30 (thirty) days of submission of the manuals, SOPs and protocols.</p> <p>Upon the receipt of such comments, the Strategic Partner shall revise the manuals, SOPs and protocols to incorporate the changes suggested by the Authority, within 15 (fifteen) days of receipt of comments from the Authority.</p> <p>Upon receipt of the revised manuals, SOPs and protocols, the Authority may either approve the revised manuals, SOPs and protocols or may suggest amendments and revisions by way of comments. The Strategic Partner upon receipt of such comments and suggestions, shall make the</p>

		the manuals, SOPs and protocols. This process shall continue until the Authority provides its final approval to the manuals, SOPs and protocols.	necessary revisions in the manuals, SOPs and protocols. This process shall continue until the Authority provides its final approval to the manuals, SOPs and protocols. For the avoidance of doubt, under all circumstances, the Parties shall ensure the approval and finalization of the SOPs, protocols and manuals shall be completed within 60 (sixty) days of the Scheduled Construction Completion Date.												
2.	Volume II, Clause 14.3	The Parties hereby agree that the Strategic Partner shall undertake a periodic review during the Operations Phase. During the first year of the Operations Phase, the Strategic Partner shall mandatorily deploy its Project Team at the Site for monitoring of the Project and shall endeavour to answer all queries, grievances, comments of the Authority.	The Parties hereby agree that the Strategic Partner shall undertake a periodic review during the Operations Phase. During the first year of the Operations Phase, the Strategic Partner shall ensure that one or more members of the Project Team shall be deployed at the Site during the course of the year, as is required for the purpose of ensuring effective supervision of the Project related activities.												
3.	Volume II, Article 32	A new definition of “ Scheduled Construction Completion Date ” has been added.	“ Scheduled Construction Completion Date ” shall have the meaning set forth to it in Schedule C.												
4.	Volume II, Schedule A, SI. No. 4	<table border="1"> <tr> <td>4</td> <td><u>Preparation of Standard Operating Procedures (SOPs)/Manuals/Protocols</u></td> <td>To be submitted to the Authority within 60</td> </tr> <tr> <td></td> <td>During this Design Phase, the Strategic Partner shall be obligated to prepare certain standard operating procedures</td> <td></td> </tr> </table>	4	<u>Preparation of Standard Operating Procedures (SOPs)/Manuals/Protocols</u>	To be submitted to the Authority within 60		During this Design Phase, the Strategic Partner shall be obligated to prepare certain standard operating procedures		<table border="1"> <tr> <td>4</td> <td><u>Preparation of Standard Operating Procedures (SOPs)/Manuals/Protocols</u></td> <td>To be submitted by the Scheduled Construction</td> </tr> <tr> <td></td> <td>The Strategic Partner shall be obligated to prepare certain standard operating procedures (SOP)/manuals/protocols for</td> <td></td> </tr> </table>	4	<u>Preparation of Standard Operating Procedures (SOPs)/Manuals/Protocols</u>	To be submitted by the Scheduled Construction		The Strategic Partner shall be obligated to prepare certain standard operating procedures (SOP)/manuals/protocols for	
4	<u>Preparation of Standard Operating Procedures (SOPs)/Manuals/Protocols</u>	To be submitted to the Authority within 60													
	During this Design Phase, the Strategic Partner shall be obligated to prepare certain standard operating procedures														
4	<u>Preparation of Standard Operating Procedures (SOPs)/Manuals/Protocols</u>	To be submitted by the Scheduled Construction													
	The Strategic Partner shall be obligated to prepare certain standard operating procedures (SOP)/manuals/protocols for														

		<p>(SOP)/manuals/protocols for the NBC. These SOPs/manuals/protocols shall include:</p> <ul style="list-style-type: none"> • Training manuals and training programme for scientists running the research programme • Training programme for the support staff for maintaining bio – security • Manual/SOP for selective breeding protocols including larval rearing and maturation- this shall include a basic selection protocol to prevent in-breeding of offspring and a basic breeding plan for breeding post larvae shrimps. • Manual/SOP for feeding protocols and live feed management • Manual/SOP for grow-out evaluation • Manual/SOP for nursery rearing and associated protocols • Manual/SOP for field trial protocols- shall include 	<p>(sixty) days from the Effective Date.</p> <p>Approval shall be granted by the Authority within 120 (one hundred and twenty) days from the Effective Date</p>	<p>the NBC. These SOPs/manuals/protocols shall include:</p> <ul style="list-style-type: none"> • Training manuals and training programme for scientists running the research programme • Training programme for the support staff for maintaining bio – security • Manual/SOP for selective breeding protocols including larval rearing and maturation- this shall include a basic selection protocol to prevent in-breeding of offspring and a basic breeding plan for breeding post larvae shrimps. • Manual/SOP for feeding protocols and live feed management • Manual/SOP for grow-out evaluation • Manual/SOP for nursery rearing and associated protocols 	<p>Completion Date.</p> <p>Approval shall be granted by the Authority within 60 (sixty) days from the Scheduled Construction Completion Date.</p>
--	--	---	---	--	---

		<p>written hatchery and grow-out evaluation protocols for evaluation farming at Indian conditions, shrimp sampling procedures, data collection methods, experimental design, data file templates, data reporting instructions, etc.</p> <ul style="list-style-type: none"> • Manual/SOP for genetic tagging • Manual/SOP for lab testing protocols • Bio – security protocols for humans / livestock / feed / water / equipment etc. 		<ul style="list-style-type: none"> • Manual/SOP for field trial protocols- shall include written hatchery and grow-out evaluation protocols for evaluation farming at Indian conditions, shrimp sampling procedures, data collection methods, experimental design, data file templates, data reporting instructions, etc. • Manual/SOP for genetic tagging • Manual/SOP for lab testing protocols • Bio – security protocols for humans / livestock / feed / water / equipment etc. 											
5.	Volume II, Schedule C, Part A: Design Phase	<table border="1"> <thead> <tr> <th>Milestone</th> <th>Scheduled Milestone Completion Date</th> </tr> </thead> <tbody> <tr> <td>Project Milestone 1: Submission of Conceptual Plan</td> <td>45 (forty five) days from the Effective Date</td> </tr> <tr> <td>Project Milestone 2: Acceptance of Conceptual Plan</td> <td>120 (one hundred and twenty) days from the Effective Date</td> </tr> </tbody> </table>	Milestone	Scheduled Milestone Completion Date	Project Milestone 1: Submission of Conceptual Plan	45 (forty five) days from the Effective Date	Project Milestone 2: Acceptance of Conceptual Plan	120 (one hundred and twenty) days from the Effective Date	<table border="1"> <thead> <tr> <th>Milestone</th> <th>Scheduled Milestone Completion Date</th> </tr> </thead> <tbody> <tr> <td>Project Milestone 1: Submission of Conceptual Plan</td> <td>45 (forty five) days from the Effective Date</td> </tr> <tr> <td>Project Milestone 2: Acceptance of Conceptual Plan</td> <td>120 (one hundred and twenty) days from the Effective Date</td> </tr> </tbody> </table>	Milestone	Scheduled Milestone Completion Date	Project Milestone 1: Submission of Conceptual Plan	45 (forty five) days from the Effective Date	Project Milestone 2: Acceptance of Conceptual Plan	120 (one hundred and twenty) days from the Effective Date
Milestone	Scheduled Milestone Completion Date														
Project Milestone 1: Submission of Conceptual Plan	45 (forty five) days from the Effective Date														
Project Milestone 2: Acceptance of Conceptual Plan	120 (one hundred and twenty) days from the Effective Date														
Milestone	Scheduled Milestone Completion Date														
Project Milestone 1: Submission of Conceptual Plan	45 (forty five) days from the Effective Date														
Project Milestone 2: Acceptance of Conceptual Plan	120 (one hundred and twenty) days from the Effective Date														

		Project Milestone 3: Submission of SOPs, manuals and training and operation protocols	60 (sixty) days from Effective Date	Project Milestone 3: Submission of DPR	120 (one hundred and twenty) days from the Effective Date
		Project Milestone 4: Acceptance of SOPs, manuals and training and operation protocols	120 (one hundred and twenty) days from the Effective Date	Project Milestone 4: Acceptance of DPR and completion of Design Phase and issuance of the Design Phase Completion Certificate	Within 6 (six) months from Effective Date (“ Scheduled Design Phase Completion Date ”)
		Project Milestone 5: Submission of DPR	120 (one hundred and twenty) days from the Effective Date		
		Project Milestone 6: Acceptance of DPR and completion of Design Phase and issuance of the Design Phase Completion Certificate	Within 6 (six) months from Effective Date (“ Scheduled Design Phase Completion Date ”)		
6.	Volume II, Schedule C, Part B: Construction Monitoring Phase	Milestone	Scheduled Milestone Completion Date	Milestone	Scheduled Milestone Completion Date
		Project Milestone 1: Completion of construction of the NBC by the Construction Agency	18 (eighteen) months from the Effective Date	Project Milestone 1: Completion of construction of the NBC by the Construction Agency	18 (eighteen) months from the Effective Date (“ Scheduled Construction Completion Date ”)
		Project Milestone 2: Date of completion of Trial Run commissioning of the NBC and issuance of the Construction Monitoring Phase Completion Certificate	24 (twenty four) months from the Effective Date (“ Scheduled Construction Monitoring Phase ”)		

			Completion Date”)	Project Milestone 2: Submission of SOPs, manuals and training and operation protocols 18 (eighteen) months from the Effective Date
				Project Milestone 3: Acceptance of SOPs, manuals and training and operation protocols 20 (twenty months from the Effective Date)
				Project Milestone 4: Date of completion of Trial Run commissioning of the NBC and issuance of the Construction Monitoring Phase Completion Certificate 24 (twenty four) months from the Effective Date (“ Scheduled Construction Monitoring Phase Completion Date ”)
7.	Part II, Schedule A, Part C, SI. No. 8	<ul style="list-style-type: none"> • <u>The Project Team shall be stationed at the Site during the first year of the Operations Phase. Thereafter, commencing from the second year of the Operations Phase, the Project Team, or other qualified personnel of the Strategic Partner shall undertake quarterly visits to the Site.</u> • <u>The Strategic Partner shall ensure that throughout the Operations Phase, the Project Team remains available for monitoring the Project through answering queries, grievances, comments and providing clarifications to the Authority, whether orally or in writing, as the Authority may deem necessary.</u> 	<ul style="list-style-type: none"> • <u>During the first year of the Operations Phase, the Strategic Partner shall ensure that one or more members of the Project Team shall be deployed at the Site during the course of the year, as is required for the purpose of ensuring effective supervision of the Project related activities. Thereafter, commencing from the second year of the Operations Phase, the Project Team, or other qualified personnel of the Strategic Partner shall undertake quarterly visits to the Site.</u> • <u>The Strategic Partner shall ensure that throughout the Operations Phase, the Project Team remains available for</u> 	

			<u>monitoring the Project through answering queries, grievances, comments and providing clarifications to the Authority, whether orally or in writing, as the Authority may deem necessary.</u>
8.	Part II, Schedule D, Payment Milestones		A revised version of Schedule D has been set forth herein below, in this Corrigendum 2.

SCHEDULE D: PAYMENT MILESTONES

The tables below set out the Payment Milestones of the Contract Fee.

Payment Milestones – Design Phase	
Payment Milestones	% of total Contract Fee
Submission of Conceptual Plan	2%
Acceptance of Conceptual Plan	2%
Submission of DPR	3%
Acceptance of DPR and Completion of Design Phase	3%
Total portion of Contract Fee payable during Design Phase—10% of Contract Fee	

Payment Milestones – Construction Monitoring Phase	
Payment Milestones	% of total Contract Fee

Completion of construction of the NBC	3%
Submission of SOPs, manuals and protocols	2%
Acceptance of SOPs, manuals and protocols	2%
Successful Trial Run and commissioning of the NBC	3%
Total portion of Contract Fee payable during Construction Monitoring Phase—10% of Contract Fee	

Payment Milestones – Operations Phase	
Payment Milestones	% of total Contract Fee
Completion of first year of the Operations Phase	20%
Completion of second year of the Operations Phase	5%
Completion of third year of the Operations Phase	5%
Completion of fourth year of the Operations Phase	5%
Completion of fifth year of the Operations Phase	5%
Handover of the 30 (thirty) distinct least inbreeding families of SPF-SPT <i>L. vannamei</i> during the at the beginning of the sixth year of the Operations Phase	15%
Completion of the sixth year of the Operations Phase	12.5%

Completion of seventh year of the Operations Phase i.e. expiry of Term**	12.5%
Total portion of Contract Fee payable during Operations Phase—80% of Contract Fee	

**For the avoidance of doubt, the payment for the Payment Milestone linked with the completion of the seventh year of the Operations Phase shall be made to the Strategic Partner in the month preceding the expiry of the Term in accordance with the mechanism provided in Article 19.