

**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: April 2, 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. 1**

**Change of Dates**

SI. No.	Clause Reference	Existing Clause		New Clause/Modified Clause																																																	
1.	Volume I, Clause 1.3	<table border="1"> <thead> <tr> <th>Event Description</th> <th>Date (dd/mm/yyyy)</th> </tr> </thead> <tbody> <tr> <td>Issue of Bidding Documents</td> <td>06/03/2019</td> </tr> <tr> <td>Last Date for receiving pre-bid queries for Pre-Bid meeting</td> <td>08/04/2019</td> </tr> <tr> <td>Pre-Bid meeting</td> <td>10/04/2019 at 1400 hours, as per Indian Standard Time, at Kochi, India</td> </tr> <tr> <td>Response to Pre-Bid meeting queries</td> <td>17/04/2019</td> </tr> <tr> <td>Bid Due Date</td> <td>15/05/2019 (1700 hours Indian Standard Time)</td> </tr> <tr> <td>Opening of Technical Bid</td> <td>16/05/2019 (1700 hours Indian Standard Time)</td> </tr> <tr> <td>Concept Presentation for Qualified Bidders</td> <td>To be intimated to Bidders individually</td> </tr> <tr> <td>Opening of Financial Bid</td> <td>To be intimated to Bidders individually</td> </tr> <tr> <td>Announcement of Selected Bidder</td> <td>To be intimated to Bidders individually</td> </tr> <tr> <td>Issue of Letter of Award (after physical verification of the credentials of Selected Bidder)</td> <td>Within 15 days of completion of physical verification</td> </tr> <tr> <td>Signing of the Technical Services Agreement</td> <td>Within 15 days of issuance of Letter of Award</td> </tr> </tbody> </table>	Event Description	Date (dd/mm/yyyy)	Issue of Bidding Documents	06/03/2019	Last Date for receiving pre-bid queries for Pre-Bid meeting	08/04/2019	Pre-Bid meeting	10/04/2019 at 1400 hours, as per Indian Standard Time, at Kochi, India	Response to Pre-Bid meeting queries	17/04/2019	Bid Due Date	15/05/2019 (1700 hours Indian Standard Time)	Opening of Technical Bid	16/05/2019 (1700 hours Indian Standard Time)	Concept Presentation for Qualified Bidders	To be intimated to Bidders individually	Opening of Financial Bid	To be intimated to Bidders individually	Announcement of Selected Bidder	To be intimated to Bidders individually	Issue of Letter of Award (after physical verification of the credentials of Selected Bidder)	Within 15 days of completion of physical verification	Signing of the Technical Services Agreement	Within 15 days of issuance of Letter of Award	<table border="1"> <thead> <tr> <th>Event Description</th> <th>Date (dd/mm/yyyy)</th> </tr> </thead> <tbody> <tr> <td>Issue of Bidding Documents</td> <td>06/03/2019</td> </tr> <tr> <td>Last Date for receiving pre-bid queries for Pre-Bid meeting</td> <td>19/04/2019</td> </tr> <tr> <td>Site Visit for Bidders</td> <td>21/04/2019</td> </tr> <tr> <td>Pre-Bid meeting</td> <td>22/04/2019 at 1400 hours, as per Indian Standard Time, at Kochi, India</td> </tr> <tr> <td>Response to Pre-Bid meeting queries</td> <td>29/04/2019</td> </tr> <tr> <td>Bid Due Date</td> <td>27/05/2019 (1700 hours Indian Standard Time)</td> </tr> <tr> <td>Opening of Technical Bid</td> <td>28/05/2019 (1700 hours Indian Standard Time)</td> </tr> <tr> <td>Concept Presentation for Qualified Bidders</td> <td>To be intimated to Bidders individually</td> </tr> <tr> <td>Opening of Financial Bid</td> <td>To be intimated to Bidders individually</td> </tr> <tr> <td>Announcement of Selected Bidder</td> <td>To be intimated to Bidders individually</td> </tr> <tr> <td>Issue of Letter of Award (after physical verification of the credentials of Selected Bidder)</td> <td>Within 15 days of completion of physical verification</td> </tr> <tr> <td>Signing of the Technical Services Agreement</td> <td>Within 15 days of issuance of Letter of Award</td> </tr> </tbody> </table>	Event Description	Date (dd/mm/yyyy)	Issue of Bidding Documents	06/03/2019	Last Date for receiving pre-bid queries for Pre-Bid meeting	19/04/2019	Site Visit for Bidders	21/04/2019	Pre-Bid meeting	22/04/2019 at 1400 hours, as per Indian Standard Time, at Kochi, India	Response to Pre-Bid meeting queries	29/04/2019	Bid Due Date	27/05/2019 (1700 hours Indian Standard Time)	Opening of Technical Bid	28/05/2019 (1700 hours Indian Standard Time)	Concept Presentation for Qualified Bidders	To be intimated to Bidders individually	Opening of Financial Bid	To be intimated to Bidders individually	Announcement of Selected Bidder	To be intimated to Bidders individually	Issue of Letter of Award (after physical verification of the credentials of Selected Bidder)	Within 15 days of completion of physical verification	Signing of the Technical Services Agreement	Within 15 days of issuance of Letter of Award
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**Corrigendum No. 1**

**Technical Bid**

SI. No.	Clause Reference	Existing Clause	New Clause/Modified Clause
1.	Volume I, Clause 1.3.1	New Clause 1.3.1 to be introduced	<p><b>1.3.1 Itinerary for Site visit and Pre-Bid Meeting</b>  The tentative itinerary for the Site visit and the pre-bid meeting shall be as follows:</p> <ul style="list-style-type: none"> <li>a) The prospective Bidders ought to reach Thiruvananthapuram, Kerala on or before April 21, 2019.</li> <li>b) The Authority shall arrange for a visit to the Site of the NBC, at Kanyakumari, on April 21, 2019 for all the Bidders. The Authority shall arrange for road transportation both from Thiruvananthapuram to the Site and the return from the Site back to Thiruvananthapuram. The approximate time of travel from Thiruvananthapuram to the Site in Kanyakumari is three (3) hours.</li> <li>c) The Bidders shall proceed to Kochi, Kerala on April 22, 2019 for the pre-bid meeting at the time and venue specified in Clause 1.3 above.</li> <li>d) For the avoidance of doubt, the cost and expense of travelling from Thiruvananthapuram to Kochi shall be borne by the Bidders.</li> </ul>
2.	Volume II, Clause 18.1	<p><b>18.1 Appointment of Third Party Engineer</b>  The Authority shall appoint a consulting engineering firm from a panel of 3 (three) firms or bodies corporate, mutually constituted by the</p>	<p><b>18.1 Appointment of Third Party Engineer</b>  The Authority may appoint an engineer, during the Design Phase, to act as the third party design proof consultant, for the purpose of verifying, certifying</p>

		Authority and the Strategic Partner, to be the third party engineer under this Agreement to certify the DPR in accordance with this Agreement (the " <b>Third Party Engineer</b> "). The appointment of such Third Party Engineer shall be made no later than 60 (sixty) days from the Effective Date.	and confirming that the DPR has been prepared by the Strategic Partner in accordance with the terms and conditions specified in this Agreement (" <b>Third Party Engineer</b> ").
3.	Volume II, Clause 18.3	<p><b>18.3 Remuneration</b></p> <p>The remuneration, cost and expenses of the Third Party Engineer 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.</p>	<p><b>18.3 Remuneration</b></p> <p>The remuneration, cost and expenses of the appointment of the Third Party Engineer shall be borne solely by the Authority.</p>
4.	Volume II, Clause 18.4.1	The Authority may, in its discretion, terminate the appointment of the Third Party Engineer at any time, but only after appointment of another alternate Third Party Engineer in accordance with Clause 18.1.	The Authority may, in its discretion, terminate the appointment of the Third Party Engineer at any time. In such a case, the Authority may at its discretion appoint an alternate third party engineer to perform the same duties and functions specified in Schedule G.
5.	Volume II, Clause 18.4.2	If the Strategic Partner or the Authority has reason to believe that the Third Party Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the other Party and seek termination of the appointment of the Third Party	If the Strategic Partner has reason to believe that the Third Party Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Authority and seek termination of the appointment of the Third Party Engineer. Upon receipt of such

		<p>Engineer. Upon receipt of such representation, the other Party shall hold a tripartite meeting with the Party seeking termination and the Third Party Engineer for an amicable resolution of the Dispute, and if any difference or disagreement between the Authority and the Strategic Partner remains unresolved, the Dispute shall be settled in accordance with the Dispute Resolution Procedure. In the event that the appointment of the Third Party Engineer is terminated hereunder, the Authority shall appoint forthwith another Third Party Engineer in accordance with Clause 18.1.</p>	<p>representation, the Authority shall hold a tripartite meeting with the Party seeking termination and the Third Party Engineer for an amicable resolution of the Dispute, and if any difference or disagreement between the Authority and the Strategic Partner remains unresolved, the Dispute shall be settled in accordance with the Dispute Resolution Procedure. In the event that the appointment of the Third Party Engineer is terminated hereunder, the Authority may appoint another Third Party Engineer in accordance with Clause 18.1.</p>
6.	Volume II, Clause 18.7	<p>The Authority, in consultation with MPEDA shall appoint a group/panel of aquaculture experts, after mutual discussion with the Strategic Partner, to collectively act as the independent committee under this Agreement (“<b>Independent Committee</b>”). The appointment shall be made no later than 60 (sixty) days from the Effective Date.</p>	<p>The Parties hereby agree that the Technical Committee constituted by the Authority along with the Government of India and which was involved in the process of verification of technical credentials of the Strategic Partner during the time of submission of the Strategic Partner’s Bid, shall act as the independent committee for the purpose of this Agreement (“<b>Independent Committee</b>”).</p>
7.	Volume II, Clause 18.9	<p>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.</p>	<p>If there arises any costs and expenses associated with the Independent Committee, the same shall be borne by the Authority.</p>

8.	Volume II, Clause 18.10.2	<p>If the Strategic Partner or the Authority has reason to believe that the Independent Committee is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the other parties and seek termination of the appointment of any member of the Independent Committee. Upon receipt of such representation, the other Party shall hold a tripartite meeting with the party seeking termination and the Independent Committee, for an amicable resolution of the Dispute, and if any difference or disagreement remains unresolved, the Dispute shall be settled in accordance with the Dispute Resolution Procedure. In the event that the appointment of the Independent Committee is terminated hereunder, the Authority shall appoint forthwith another Independent Committee in accordance with Clause 18.7.</p>	<p>If the Strategic Partner has reason to believe that the Independent Committee or any member(s) of the Independent Committee is not discharging the duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Authority and seek termination of the appointment of the Independent Committee or of any member(s) of the Independent Committee. Upon receipt of such representation, the Authority may at its discretion hold a meeting with the Strategic Partner and the Independent Committee, for an amicable resolution of the dispute, and if any difference or disagreement remains unresolved, the dispute shall be settled in accordance with the Dispute Resolution Procedure.</p>
9.	Volume II, Clause 18.11	<p>The Authority shall require the Independent Committee to designate and notify to the Authority and the Strategic Partner to designate one person to sign for and on behalf of the Independent Committee, and any communication or document required to be signed by the Independent Committee shall be valid and effective only if signed by any of the designated person mentioned above; provided that the Independent Committee may, by notice in writing, substitute the designated person with</p>	<p>The Authority shall require the Independent Committee to designate and notify to the Authority and the Strategic Partner two persons to sign for and on behalf of the Independent Committee; provided that the Independent Committee may, by notice, substitute the designated person with another person from the Independent Committee.</p>

		another person from the Independent Committee.	
10.	Volume II, Schedule H, Para 3.2 (iii)	(iii) Certify and ascertain during the period between the third year and the seventh year of the Operations Phase, that the NBC has supplied 300,000 (three hundred thousand) SPF-SPT PL of <i>L. vannamei</i> shrimps to the BMC and the other Broodstock Multiplication Centres as part of the Germplasm Stream for the year in accordance with the terms of the Agreement.	(iii) Certify and ascertain during the period between the third year and the seventh year of the Operations Phase, that the NBC has supplied 120,000 (one hundred and twenty thousand) SPF-SPT PL of <i>L. vannamei</i> shrimps to the BMC and the other Broodstock Multiplication Centres as part of the Germplasm Stream for the year in accordance with the terms of the Agreement.
11.	Volume II, Schedule H, Para 3.2 (iv)	(iv) Verify and confirm that the BMC has been able to produce 60,000 (sixty thousand) broodstock per year during the period prior to the Operations Phase and during the first two years of the Operations Phase and that the BMC and the other Broodstock Multiplication Centres operational in India have been able to produce 150,000 (one hundred and fifty thousand) broodstock per year during the period between the third and seventh year of the Operations Phase	(iv) Verify and confirm that the BMC has been able to produce 60,000 (sixty thousand) broodstock per year during the Operations Phase.
12.	Volume II, Schedule H, Para 4.5	The Independent Committee shall verify and ascertain that during the third to seventh years of the Operations Phase, the NBC and SP-NBC is supplying at least 300,000 (three hundred thousand) <b>SPF-SPT</b> PL of <i>L. vannamei</i> such that 150,000 (one	The Independent Committee shall verify and ascertain that during the third to seventh years of the Operations Phase, the NBC is supplying at least 120,000 (one hundred and twenty thousand) <b>SPF-SPT</b> PL of <i>L. vannamei</i> such that 60,000



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