



## Request for Qualification

**Establishment of World Class Oceanarium at Mamallapuram on Design, Build, Finance,  
Operate and Transfer (DBFOT) Basis under Public Private Partnership (PPP)**



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## GLOSSARY

|                            |                                |
|----------------------------|--------------------------------|
| Applicant(s) / Application | As defined in Clause 1.2.1     |
| Application                | As defined in the Disclaimer   |
| Associate                  | As defined in Clause 2.2.9     |
| Authority                  | As defined in Clause 1.1.1     |
| Bid Due Date               | As defined in Clause 1.2.3     |
| Bid Security               | As defined in Clause 1.2.4     |
| Bidders                    | As defined in Clause 1.1.1     |
| Bidding Document           | As defined in Clause 1.2.3     |
| Bidding Process            | As defined in Clause 1.2.1     |
| Bid Stage                  | As defined in Clause 1.2.1     |
| Concessionaire             | As defined in Clause 1.1.2     |
| Concession Agreement       | As defined in Clause 1.1.2     |
| Conflict of Interest       | As defined in Clause 2.2.1 (c) |
| Consortium                 | As defined in Clause 2.2.1 (a) |
| Eligible Experience        | As defined in Clause 3.2.1     |
| Eligible Projects          | As defined in Clause 3.2.1     |
| Estimated Project Cost     | As defined in Clause 1.1.4     |
| Experience Score           | As defined in Clause 3.2.6     |



|                              |                                 |
|------------------------------|---------------------------------|
| Financial Capacity           | As defined in Clause 2.2.2 (b)  |
| Government                   | Government of Tamil Nadu        |
| Jt.Bidding Agreement         | As defined in Clause 2.2.6 (g)  |
| Lead Member                  | As defined in Clause 2.2.6 (c)  |
| LOA                          | Letter of Award                 |
| Member                       | Member of Consortium            |
| Net Worth                    | As defined in Clause 2.2.4 (ii) |
| PPP                          | Public Private Partnership      |
| Project                      | As defined in Clause 1.1.1      |
| Qualification Stage          | As defined in Clause 1.2.1      |
| Re. or Rs. or INR            | Indian Rupees                   |
| RFP or Request for Proposals | As defined in Clause 1.2.1      |
| RFQ                          | As defined in Disclaimer        |
| SPV                          | As defined in Clause 2.2.6      |
| Technical Capacity           | As defined in Clause 2.2.2 (A)  |
| Oceanarium                   | As defined in Clause 2.2.2 (A)  |

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

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## **DISCLAIMER**

The information contained in this Request for Qualification document (the “RFQ”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFQ (the “Application”). This RFQ 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 Applicant may require. This RFQ 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 RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. Each Applicant 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 RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFQ. 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 RFQ.

The issue of this RFQ does not imply that the Authority is bound to select and shortlist pre- qualified Applications for Bid Stage 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 Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application 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 Application. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.



## 1 INTRODUCTION

### 1.1 Background

- 1.1.1 Department of Fisheries, Government of Tamil Nadu (the “**Authority**”) is engaged in developing and conserving Fisheries resources and as part of this endeavor, the Authority has decided to undertake the establishment of a World Class Oceanarium at Mamallapuram, Chennai (the “**Project**”) through Public Private Partnership (the “**PPP**”) on Design, Build, Finance, Operate and Transfer (“**DBFOT**”) basis and has decided to carry out the Bidding process for selection of a private entity as the Bidder to whom the Project may be awarded. A brief profile of the Project has been provided in “Appendix V”. Brief particulars of the project are as follows:

| Name of the Project  | Plot Area<br>(in Acres) | Indicative Project Cost |
|--|-------------------------|-------------------------|
| Establishment of World Class Oceanarium at Mamallapuram, Chennai on Design Build, Finance, Operate and Transfer basis under Public Private Partnership (PPP) | 13.07 Acres             | Rs. 257.59 Crores       |

The Authority intends to pre-qualify and short-list suitable Applicants (the “**Bidders**”) who will be eligible for participation in the Bid Stage, for awarding the Project through an competitive bidding process in accordance with the procedure set out in the Tamil Nadu Transparency in Tenders Act, 1998 and Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012.

- 1.1.2 The selected Bidder, who is either a company incorporated under the Companies Act, 1956 or undertakes to incorporate as such prior to execution of the concession agreement (the “**Concessionaire**”) shall be responsible for designing, engineering, building, financing, procurement, operation & maintenance and transfer of the Project under and in accordance with the provisions of a long term concession agreement (the “**Concession Agreement**”) to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Documents pursuant hereto.



- 1.1.3 The scope of work will broadly include designing, development, operation and maintenance of a World Class Oceanarium which offers a unique underwater experience consisting of an acrylic tunnel housing numerous marine species and other related facilities as explained in Appendix VI.
- 1.1.4 Indicative capital cost of the Project (the “**Estimated Project Cost**”) is specified in Clause 1.1.1. This Estimated Project Cost is arrived at through project feasibility studies, and is provided in this RFQ for calculating the Financial Capacity set out in Clause 2.2.2 below. The Estimated Project Cost may subsequently be revised in the RFP. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5 The Authority shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the “**Application Due Date**”).

## 1.2 Brief description of Bidding Process

- 1.2.1 The Authority has adopted a two stage process (collectively referred to as the “**Bidding Process**”) for selection of the bidder for award of the Project. The first stage (the “**Qualification Stage**”) of the process involves qualification (the “**Qualification**”) of interested parties/ consortia who make an Application in accordance with the provisions of this RFQ (the “**Applicant**”, which expression shall, unless repugnant to the context, include the Members of the Consortium). Prior to making an Application, the Applicant shall pay to the Authority a sum of Rs. 25,000 (Rupees Twenty Five Thousand Only) as the cost of the RFQ process or download from the website free of cost. The bid document fee should be submitted along with the RFQ document on bid due date, if downloaded from the website. The DD should be drawn in favor of The Commissioner of Fisheries, Department of Fisheries Payable at Chennai. At the end of this stage, the Authority expects to announce suitable pre-qualified Applicants who shall be eligible for participation in the second stage of the Bidding Process. At the end of this stage, the Authority expects to announce suitable pre-qualified Applicants who shall be eligible for participation in the second stage of the Bidding Process (the “**Bid Stage**”) comprising Request for Proposals (the “**Request for Proposals**” or “**RFP**”).
- 1.2.2 In the Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ. Only those Applicants that are pre-qualified and short listed by the Authority shall be invited to submit their Bids for the Project. The Applicants are, therefore, advised to visit the site and familiarize themselves with the Project.

- 1.2.3 In the Bid Stage, the Bidders will be called upon to submit their financial offers (the “**Bids**”) in accordance with the RFP and other documents to be provided by the Authority (collectively the “**Bidding Documents**”). The Bidding Documents for the Project will be provided to every Bidder on payment of RFP document fee which shall be indicated in the RFP document at a later stage. The Bid shall be valid for a period of not less than 120 days from the date specified in Clause 1.3 for submission of bids (the “**Bid Due Date**”).
- 1.2.4 In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security of Rs. 5.15 Crore\* (Rupees Five Crores and Fifteen Lakhs) (the “**Bid Security**”), refundable no later than 60 (sixty) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5 Funding Support to the Concessionaire from the Government shall be in the form of Operations and Maintenance Support (the “**O&M Support**”). The O&M Support shall be in the form of an interest-free loan of Rs.10 Crore per annum during the first three years of operations of the project i.e., Year 4, Year 5, Year 6 of the Concession Period and shall be subsequently recovered after two year period, i.e., Year 7, Year 8, Year 9 of the Concession Period.
- 1.2.6 The Concessionaire shall be required to pay Rs.1 Crore (Rupees one crore only) per annum as annual lease rental (the “**Annual Lease Rental**”) to the Authority in lieu of land awarded on Concession to the Concessionaire. The annual lease rental will be escalated at the rate of 5% (five percent) year on year throughout the concession period. The Concessionaire shall be permitted to mortgage the lease hold rights of the land.
- 1.2.7 In addition to the Annual Lease Rental, the Concessionaire shall have to pay an annual concession fee (the “**Annual Concession Fee**”) to be fixed at Rs.1.15 Crore per year with 5% annual escalation to be paid from first year of Commercial Operation Date (COD) or from the third year of signing of the Concession Agreement whichever is earlier.

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\* 2% of Indicative Project Cost



- 1.2.8 In the Bid Stage, Financial Bids will be invited for the Project on the basis of highest revenue sharing (To be quoted in % of Gross Revenue) offered by the bidders for each year throughout the concession period starting from 7th year of achieving Commercial Operation Date (COD) or 10th year from signing of Concession Agreement whichever is earlier.
- In this RFQ, the term “**Highest Bidder**” shall mean the Bidder who is offering the highest percentage of gross revenue share from 7th year of achieving Commercial Operation Date (COD) or 10th year from signing of concession agreement, whichever is earlier
- 1.2.9 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the concession including implementation of the Project.
- 1.2.10 As part of the Bidding Documents, the Authority will provide project report prepared by the Authority and other information pertaining / relevant to the Project.
- 1.2.11 The bidding parameter for the project is specified in Clause 1.2.8 of this RFQ document. The Concession Period shall be for a period of 33 years including 3 years of construction.
- 1.2.12 The Concessionaire shall be entitled to charge and retain the user fee to be charged from users of the Project according to the market and financial viability of the project and also in accordance with the terms and conditions to be specified in the RFP.
- 1.2.13 Further and other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.
- 1.2.14 In case of conflict between RFQ provision and TNTIT Rules, the latter shall prevail.
- 1.2.15 Any queries or request for additional information concerning this RFQ shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.13.3 below. The envelopes/ communications shall clearly bear the following identification/ title:
- 1.2.16 "Queries/ Request for Additional Information: Request for Qualification for Establishment of World Class Oceanarium at Mamallapuram, Chennai on Design Build, Finance, Operate and Transfer basis under Public Private Partnership (PPP)".

### 1.3 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

| S.No                       | Event Description                       | Date   |
|----------------------------|---|--|
| <b>Qualification Stage</b> |   |  |
| 1.                         | Date of Issue of Tender                 | 4 <sup>th</sup> March 2016   |
| 2.                         | Last date for receiving queries         | 29 <sup>th</sup> March 2016  |
| 3.                         | Pre-Application Conference              | 4 <sup>th</sup> April 2016 at 11:30 Hrs  |
| 4.                         | Authority response to queries latest by | 11 <sup>th</sup> April 2016  |
| 5.                         | Application Due Date                    | 29 <sup>th</sup> April 2016 at 16:00 Hrs   |
| 6.                         | Date of Opening of Technical Proposal   | 29 <sup>th</sup> April 2016 at 16:30 Hrs   |
| 7.                         | Announcement of short-list              | Within 15 days of Application Due Date   |
| <b>Bid Stage</b>           |   |  |
| 1.                         | Sale of Bid Documents                   | To be announced later  |
| 2.                         | Last date for receiving queries         | To be announced later  |
| 3.                         | Pre-Bid meeting – 1                     | To be announced later  |
| 4.                         | Authority response to queries latest by | To be announced later  |
| 5.                         | Bid Due Date                            | To be announced later  |
| 6.                         | Opening of Bids                         | To be announced later  |
| 7.                         | Letter of Award (LOA)                   | In accordance with the Tamil Nadu Transparency in Tenders Act, 1998 and Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012. |
| 8.                         | Signing of the Concession Agreement     |  |

## 2 INSTRUCTION TO APPLICANTS

### A. GENERAL

#### 2.1 Scope of Application

2.1.1 The Authority wishes to receive Applications for Qualification in order to pre-qualify experienced and capable Applicants for the Bid Stage.

2.1.2 Pre-qualified Applicants may be subsequently invited to submit the Bids for the Project.

#### 2.2 Eligibility of Applicants

2.2.1 For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply:

- a) The Applicant for pre-qualification may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.
- b) An Applicant may be a natural person, private entity, or any combination thereof, or any combination with a public agency, provided that public agency does not have a controlling interest in such combination, either with an existing agreement or the formal intent to enter into an agreement to form a consortium.. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.
- c) An Applicant shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
  - i. the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 25% (twenty five percent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case maybe) in the other Applicant, its Member or Associate is less than 25% (twenty five percent) of the subscribed and paid up equity share

- capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or
- ii. a constituent of such Applicant is also a constituent of another Applicant provided that ‘constituent’ in such cases will not include the provider of a proprietary technology to more than one applicant; or
  - iii. such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
  - iv. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
  - v. such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s’ information about, or to influence the Application of either or each other; or
  - vi. such prospective tenderer, its member or any associate thereof, has participated as a consultant to the Tender Inviting Authority and Tender Accepting Authority in the preparation of any documents, design or technical specifications of the Public Private Partnership (PPP) Project; or
  - vii. if any legal, financial or technical advisor of the Tender Inviting Authority and Tender

Accepting Authority in relation to the Project is engaged by the prospective tenderer, its member or any associate thereof, as the case may be, in any manner for matters related to or incidental to the Project:

Provided that this clause shall not apply where such advisor was engaged by the Applicant or Respondent, its member or associate in the past but such engagement expired or was terminated 6 (six) months prior to the date of issue of concerned Tender Document or where such advisor is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

*Explanation:* In case an Applicant is a Consortium, then the term Applicant as used in this Clause 2.2.1, shall include each Member of such Consortium.

2.2.2 To be eligible for evaluation as described in Section 3, an Applicant shall fulfill the following conditions of minimum eligibility:

**A. Technical Qualifications:** The Applicant shall demonstrate technical qualification (the “**Technical Qualification**”), through a techno-commercial agreement executed with an organization (“**Technical Partner**”) which has designed and commissioned at least 1 (one) Oceanarium project having minimum water capacity of 2.25 million liters and consisting of at least 1 (one) acrylic tunnel aquarium with moving walkway along with various ancillary facilities like touch pools, marine mammal stadiums, research facilities etc, over the past 15 (Fifteen) financial years preceding the Application Due Date.

For the purpose of this technical qualification, an Oceanarium means either a large marine mammal park or large scale aquarium presenting an ocean habitat with marine animals, especially large ocean dwellers and which shall include facilities like acrylic tunnel with moving walkways.

For the purposes of qualification, the Applicant shall also provide a Memorandum of Understanding (MOU) signed between the Technical Partner and the Applicant (in the case of a Consortium, signed by all members). The MOU shall demonstrate the Technical Partner’s track record of relevant experience and credentials along with documentary proof of the Technical Partner meeting the minimum eligibility criteria of Technical Experience as per this clause 2.2.2 (A) and Technical Capacity as per clause 3.2 of this RFQ.

The MOU shall inter alia contain:

a. Understanding and description of the design, construction and O&M aspects of the Project

- b. Relevant technical information of existing projects proposed as benchmarks for the Project
- c. The Technical Partner's roles and responsibilities in this Project, as outlined below
- d. The intent to sign a legally binding contract during the Bidding Stage, as outlined below.

The scope of the techno-commercial agreement with the Technical Partner shall include (without being limited to) a clear description of the following responsibilities:

- a. Developing a detailed design of the project
- b. Preparation of a Detailed Project Report
- c. Procurement activities
- d. Construction supervision activities
- e. Project commissioning activities

During the Bidding Stage, the techno-commercial agreement with the Technical Partner shall be through a legally binding contract executed between the SPV/Concessionaire and the Technical Partner within 180 days from the date the Letter of Award is issued to the Successful Bidder, which itself shall be a condition precedent for the effectuation of the concession under the Concession Agreement.

Furthermore, in the event that the Technical Partner is an equity holding member of the Consortium, the execution of the Memorandum of Understanding shall be recorded as part of the Joint Bidding Agreement.

**B. Financial Capacity:** For demonstrating financial capacity (the "Financial Capacity") the Applicant shall have:

- i. A minimum aggregate (in the case of a Consortium) Net Worth of Rs. 64 Crore (Rs. Sixty Four Crore) at the close of preceding financial year.

AND

- ii. A minimum aggregate (in the case of a Consortium) average annual turnover of Rs.258 Crores (Rupees Two Hundred and Fifty Eight Lakhs) in the preceding three financial years.



### C. Transfer of Expertise:

The technical Partner should sign an Ongoing Management Contract for O&M of the Oceanarium for the first five years for the transfer the expertise for managing the Oceanarium to the SPV within the period of five years from the date of the commercial operations. Any expertise procured by the SPV for O&M after the first five years may be of equivalent or better standards than the expertise procured by the SPV for O&M during the first five years of operations

The expertise for Operation & Maintenance of the Oceanarium shall be duly transferred to the SPV / Concessionaire for use in this Oceanarium through a legally binding contract executed between SPV / Concessionaire and the technical partner within 30 days from the date the Letter of Award is issued to the Successful Bidder, which itself shall be a condition precedent for the effectuation of the concession under the Concession Agreement. Failure to effect such transfer of expertise for this Project within the stipulated time shall have the consequences of cancellation of Letter of Award and also termination forthwith of the Concession Agreement without any compensation to the Selected Bidder and/or the Concessionaire.

- 2.2.3 In case of a Consortium, the combined Financial Capacity of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above condition of eligibility, provided that each such Member shall, for a period of 2 (two) years from the date of commercial operations of the Project, hold equity share capital not less than
- i. 26% (twenty six per cent) of the subscribed and paid up equity of the SPV, and
  - ii. a value of 5% (five per cent) of the Total Project Cost specified in the Concession Agreement.
- 2.2.4 Notwithstanding as specified in Clause 2.2.2 B and 2.2.3, the Applicant (single entity or Members of the Consortium collectively) shall hold not less than 51% of the subscribed and paid up share capital of the SPV at all times for the entire Concession Period.

- 2.2.5 **O&M Experience:** The Applicant shall by itself or through its Associate, have an experience of continuous 3 (Three) in last ten years or more in operation and maintenance (O&M) of Oceanarium projects specified in Clause 2.2.2, which have an aggregate capital cost equal to 50% of the total Estimated Project Cost. In the event that the Applicant does not have such experience, it should furnish an undertaking that if selected to undertake the Project, it shall for a period of at least 5 (five) years from the date of commercial operation of the Project, enter into an agreement for entrusting its operation & maintenance (O&M) obligations to an entity having the aforesaid experience, failing which the Concession Agreement shall be liable to termination.
- 2.2.6 The Applicants shall enclose with its application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:
- i. Copy of Work Order or Agreement signed with the concerned client(s), during the past 15 years in respect of the projects specified in Clause 2.2.2(A) above; and
  - ii. Certificate(s) from its statutory auditors specifying the net worth and annual turnover for the past three years of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.4 (ii). For the purposes of this RFQ, net worth (the “**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders and turnover (the “**Turnover**”) shall mean “aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company during a financial year”.
  - iii. In addition to the financial and Technical obligations, the applicants for the project are also required to give a brief description of the roles and Responsibilities of the individual members with reference to the Operation and Maintenance obligations.
- 2.2.7 The Applicant should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Application to commit the Applicant. In the case of a Consortium, the Members should submit a Power of Attorney in favor of the Lead Member as per format at Appendix-III.

2.2.8 Where the Applicant is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the “SPV”), to execute the Concession Agreement and implement the Project. In case the Applicant is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

- a) Number of members in a consortium shall not exceed 4 (four) members;
- b) Subject to the provisions of sub clause (a) above, the Application should contain the information required for each member of the Consortium;
- c) Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall be responsible for all the acts and deeds of all the Consortium members. The Lead Member shall have an equity share of at least 26% (twenty six percent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;
- d) the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- e) An individual Applicant cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for pre-qualification; Any member who submits or participates in more than one application will be disqualified and will also lead to disqualification of the Consortium of which he is a member;
- f) the members of a Consortium shall form an appropriate SPV to execute the Project if awarded to the Consortium;
- g) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the “**Jt. Bidding Agreement**”), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
  - i. convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFQ, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;

- ii. clearly outline the proposed roles and responsibilities, if any, of each member;
  - iii. Commit the minimum equity stake to be held by each member;
  - iv. commit that each of the members, whose Net Worth and Turn over will be evaluated for the purposes of this RFQ , shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV, and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement.
  - v. members of the Consortium undertake that they shall collectively hold at least 51% (fifty one percent) of the subscribed and paid up equity of the SPV at all times for the entire concession period; and
  - vi. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the successful achievement of the Commercial Operations Date as per the terms and conditions of the Concession Agreement;
  - vii. In case of a non-equity Technical Partner desires to become an equity holding member of the Consortium, then the execution of the Memorandum of Understanding shall be recorded as part of the Joint Bidding Agreement.
- h) Except as provided under this RFQ and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.
- i) The Application shall be signed by the duly authorized signatory of the Lead member and shall be legally binding on all the members of the Consortium;

- 2.2.9 Any entity which has been barred or disqualified either by the Authority, Government of Tamil Nadu, any other State Government in India (SG) or any Union Territory Administration in India (UT) or Government of India (GoI), or any of the agencies participating in any project (BOT or otherwise) and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.
- 2.2.10 An Applicant including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Applicant, Consortium Member or Associate .
- 2.2.11 For the purpose of the Technical Qualification and computing the Financial Capacity of the Applicant /Consortium Members under Clauses 2.2.2, 2.2.4 and 3.2, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.
- 2.2.12 For purposes of this RFQ, Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium Member (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
- 2.2.13 It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Applicant or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Applicant or the Consortium as the case may be.
- 2.2.14 The following conditions shall be adhered to while submitting an Application:
- Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
  - information supplied by an Applicant (or other constituent Member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit

Bids will be issued only to Applicants whose identity and/ or constitution is identical to that at pre-qualification;

- c. in responding to the pre-qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 3.1 below; and
- d. in case the Applicant is a Consortium, each Member should substantially satisfy the pre-qualification requirements to the extent specified herein.

2.2.15 While Qualification is open to persons from any country, the following provisions shall apply:

- a. Where, on the date of the Application, not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up equity share capital in an Applicant or its Member is held by persons resident outside India or where an Applicant or its Member is controlled by persons resident outside India; or
- b. if at any subsequent stage after the date of the Application, there is an acquisition of not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Applicant or its Member; then the Qualification of such Applicant or in the event described in sub clause (b) above, the continued Qualification of the Applicant shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Applicant.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition.

The Applicant shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Applicant liable for disqualification from the Bidding Process.

- 2.2.16 Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within three months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.
- 2.2.17 The purchaser of the RFQ document must be the Applicant itself or member of the Consortium submitting the application.
- 2.2.18 Applicants and all parties constituting the Applicant shall provide such evidence of their continued eligibility satisfactory to the Authority, as the Authority shall reasonably request.

### 2.3 Change in Composition of the Consortium

- 2.3.1 Change in the composition of a Consortium will not be permitted by the Authority during the Qualification Stage.
- 2.3.2 Where the Bidder is a Consortium, Change in the composition of a Consortium may be permitted by the Authority prior to the Bid due date, only where:
- the application for such change is made no later than 15 (fifteen) days prior to the Bid Due Date;
  - the Lead Member continues to be the Lead Member of the Consortium;
  - the substitute is at least equal, in terms of Technical Capacity and Financial Capacity, to the Consortium Member who is sought to be substituted;
  - the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
  - the new Member(s) expressly adopt(s) the Application and Responses already made on behalf of the Consortium as if it were a party to it originally, and
  - is not an Applicant/Member/Associate of any other Consortium bidding for this Project.
  - The new Member(s) do not have a Conflict of Interest in terms of the RFQ and the Tamil Nadu Transparency in Tenders Act, 1998 and Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012.

- 2.3.3 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing.
- 2.3.4 The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement before the Bid Due Date.
- 2.3.5 Notwithstanding anything to the contrary contained in sub-clause (c) (i) of Clause 2.2.1, an Applicant may, within 10 (ten) days after the Application Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

## 2.4 Number of Applications and costs thereof

- 2.4.1 No Applicant shall submit more than one Application for the Project. An applicant applying individually or as a member of a Consortium shall not be entitled to submit another application either individually or as a member of any Consortium, as the case may be.
- 2.4.2 The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## 2.5 Site Visit and Verification of Information

Applicants are encouraged to submit their respective Applications after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

## 2.6 Acknowledgement by Applicant

- 2.6.1 It shall be deemed that by submitting the Application, the Applicant has:
- a. made a complete and careful examination of the RFQ;
  - b. received all relevant information requested from the Authority;
  - c. accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above; and
  - d. agreed to be bound by the undertakings provided by it under and in terms hereof.



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

## 2.7 Right to Accept any Application / Bid and to Reject any or all Applications / Bids

2.7.1 Notwithstanding anything contained in this RFQ, the Authority reserves the right to annul the Bidding Process and reject all Applications / Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.7.2 The Authority reserves the right to reject any Application and/ or Bid if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

If the Applicant/ Bidder is a Consortium, then the entire Consortium may be disqualified /rejected. If such disqualification/ rejection occur after the Bids have been opened and the Successful Bidder gets disqualified /rejected, then the Authority reserves the right to:

- i. invite the remaining Bidders to match the Successful Bidder/submit their Bids 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.

- 2.7.3 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 concession thereby granted by the Authority, that one or more of the prequalification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the Letter of Award or entering into of the Concession Agreement, and if the Applicant/SPV has already been issued the Letter of Award or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the Authority to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority may have under this RFQ, the Bidding Documents, the Concession Agreement or under applicable law.
- 2.7.4 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

## **B. Documents**

### **2.8 Contents of the RFQ**

- 2.8.1 This RFQ comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

#### Invitation for Qualification

- Section 1: Introduction
- Section 2: Instructions to Applicants
- Section 3: Criteria for Evaluation
- Section 4: Fraud & Corrupt Practices
- Section 5: Pre Application Conference
- Section 6: Miscellaneous

#### Appendices

- I. Letter comprising the Application
- II. Power of Attorney for signing of Application
- III. Power of Attorney for Lead Member of Consortium

IV. Joint Bidding Agreement for Consortium

V. Brief Details of Project

2.8.2 The Authority accepts no responsibility for the completeness of the RFQ document and its addenda unless they were obtained directly from the Authority.

2.8.3 The Applicant is expected to examine all instructions, forms, and terms in the RFQ Document and to furnish all information or documentation required.

## 2.9 Clarifications

2.9.1 Applicants requiring any clarification on the RFQ may notify the Authority in writing or by fax and email in accordance with Clause 1.2.11. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Application Due Date. The responses will be sent by fax and/or e-mail. The Authority will forward all the queries and its responses thereto, to all purchasers of the RFQ without identifying the source of queries.

2.9.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFQ. Verbal clarifications and information given by the Authority or its employees or the Authority representatives shall not in any way or manner be binding on the Authority.

## 2.10 Amendment of RFQ

2.10.1 At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of Addenda / Addendum.

- 2.10.2 All the Addenda / Addendum issued shall be part of the Prequalification Document and shall be communicated through website of Department of Fisheries, Government of Tamil Nadu ([www.fisheries.tn.gov.in](http://www.fisheries.tn.gov.in) or [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) ). The Authority will not be required to send / inform these addenda / addendums to the individual Applicants.
- 2.10.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date

## C. Preparation and Submission of Application

### 2.11 Language

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

### 2.12 Format and Signing of Application

- 2.12.1 The Applicant shall provide all the information sought under this RFQ. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.
- 2.12.2 The Applicant shall prepare 1 (one) original set of the Application (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFQ) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of the Application, along with documents required to be submitted along therewith pursuant to this RFQ, marked "COPY". The Applicant shall also provide 2 (two) soft copies on Compact Disc (CD). In the event of any discrepancy between the original and the copy, the original shall prevail.

2.12.3 The Application and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application. The Application shall contain page numbers and shall be bound together in hard cover.

### 2.13 Sealing and Marking of Applications

2.13.1 The Applicant shall submit the Application in the format specified at Appendix-I, together with the documents specified in Clause 2.13.2, and seal it in an envelope and mark the envelope as **"APPLICATION"**. The Applicant shall seal the original and the copy of the Application, together with their respective enclosures, in separate envelopes duly marking the envelopes as **"ORIGINAL"** and **"COPY"**. The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 2.13.2 and 2.13.3.

2.13.2 Each envelope shall contain:

- (i) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- (ii) Power of Attorney for signing the Application as per the format at Appendix-II;
- (iii) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- (iv) copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-IV;
- (v) copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed;
- (vi) copies of Applicant's duly audited balance sheet and profit and loss account for the preceding five years; and
- (vii) In case RFQ document is downloaded, Demand Draft for an amount of Rs.25,000/- (Rupees Twenty Five Thousand) as non-refundable fee in favor of "The Commissioner, Department of Fisheries" payable at Chennai.

Each of the envelopes shall clearly bear the following identification:

**"Application for Qualification: Establishment of World Class Oceanarium at Mamallapuram,**

Chennai on Design Build, Finance, Operate and Transfer basis under Public Private Partnership (PPP)”

and shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right hand corner of each of the envelopes.

2.13.3 Each of the envelopes shall be addressed to

**The Commissioner,**

Department of Fisheries

ADMIN Buildings, Teynampet, Chennai - 600 006

INDIA.

PH: 044-24320791 / 044-24335585 (Fax)

E-mail:- [tnfisheries@nic.in](mailto:tnfisheries@nic.in), [tnoceanarium@gmail.com](mailto:tnoceanarium@gmail.com)

Web: [www.fisheries.tn.gov.in](http://www.fisheries.tn.gov.in)

2.13.4 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.

2.13.5 Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.13.6 Further, all copies of every Application must be submitted in a hard-bound form (spiral- bound form, loose form, etc. will be not accepted) with all pages numbered serially, along with an index of submissions. Applicants are required to submit all details only on issued or downloaded RFQ document. In the event, any of the instructions mentioned herein have not been adhered to, the Authority reserves the right to reject the Application.

## **2.14 Application Due Date**

2.14.1 Applications should be submitted before 16:00 hours IST on the Application Due Date, at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFQ. A receipt thereof should be obtained from the person specified in Clause 2.13.3.

2.14.2 The Authority may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

## **2.15 Late Applications**

Applications received by the Authority after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

## **2.16 Modifications/ Substitution/ Withdrawal of Applications**

2.16.1 The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Application Due Date. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date.

2.16.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

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

## **D. Evaluation Process**

### **2.17 Opening & Evaluation of Bids**

2.17.1 The Authority shall open the Applications at 16:30 hours IST on the Application Due Date, at the place specified in Clause 2.13.3 and in the presence of the Applicants who choose to attend.

2.17.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.

2.17.3 The Authority will subsequently examine and evaluate Applications in accordance with the provisions set out in Clause 3.

- 2.17.4 Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.17.5 Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.
- 2.17.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.
- 2.17.7 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from assessment of Eligibility of the Applicant.
- 2.17.8 In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from assessment of Eligibility. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

## **2.18 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

## **2.19 Test of Responsiveness**

- 2.19.1 Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the RFQ. An Application shall be considered responsive only if:
- a. It is received as per form Appendix-I.



- b. Is received by the Application Due Date including any extension thereof pursuant to Clause 2.14.2;
  - c. It is signed, sealed, bound together in hardcover, and marked as stipulated in Clauses 2.12 and 2.13;
  - d. It is accompanied by the Power of Attorney as specified in Clause 2.2.5, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.6(c);
  - e. it contains all the information and documents (complete in all respects) as requested in this RFQ;
  - f. it contains information in formats same as those specified in this RFQ;
  - g. it contains copies of Work Orders / Agreements certificates from its Clients for each Eligible Project;
  - h. Is accompanied by (i) non-refundable fee of Rs.25,000 (Rupees Twenty Five Thousand), in case the same has not been paid earlier or (ii) it contains an attested copy of the receipt for payment of Rs.25,000 (Rupees Twenty Five Thousand only) to Authority towards the cost of the RFQ document;
  - i. it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.6(g);
  - j. it does not contain any condition or qualification and
  - k. it is not non-responsive in terms hereof
- 2.19.2 The Authority reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Application.
- 2.19.3 Any entity (the Bidder, its Member or Associate was, either by itself or as member of a Consortium) which has been barred by the Central Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, or has been declared by the Authority as non-performer/blacklisted would not be eligible to submit an Application, either individually or as member of a Consortium

## 2.20 Clarifications

- 2.20.1 To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.20.2 If an Applicant does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.
- 2.20.3 The Authority reserves the right to call for supporting documentation to verify the data provided by Applicants, at any time during the Qualification process. The Applicant in such cases would need to provide the requested clarification / documents promptly and within the stipulated time failing which the Applicant is liable to be disqualified at any stage of the evaluation and short listing process.

## E. Qualification and Bidding

### 2.21 Pre-Qualification and notification

After the evaluation of Applications, the Authority would announce a list of shortlisted pre-qualified Applicants (Bidders) who will be eligible for participation in the Bid Stage. At the same time, the Authority would notify the other Applicants that they have not been short-listed. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

### 2.22 Submission of Bids

The Bidders will be requested to submit a Bid in the form and manner to be set out in the Bidding Documents.

Only pre-qualified Applicants shall be invited by the Authority to submit their Bids for the Project. The Authority is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are therefore advised to visit the site and familiarize themselves with the Project by the time of submission of the Application. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by the Authority.

### 2.23 Proprietary data

All documents and other information supplied by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Authority will not return any Application or any information provided along therewith.

### 2.24 Correspondence with the Applicant

Save and except as provided in this RFQ, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.



### 3 CRITERIA FOR EVALUATION

#### 3.1 Evaluation Parameters

3.1.1 Only those Applicants who meet the eligibility criteria specified in Clauses 2.2.2 and 2.2.3 above shall qualify for evaluation under this Clause 3. Applications of firms / consortia who do not meet these criteria shall be rejected.

3.1.2 The Applicant's competence and capability is proposed to be established by the following parameters:

- a) Technical Capacity
- b) Financial Capacity

#### 3.2 Technical Capacity for Purposes of Evaluation

3.2.1 DELETED

3.2.2 DELETED

3.2.3 DELETED

3.2.4 DELETED

3.2.5 DELETED

3.2.6 The Applicant meeting the Technical Experience and Financial Capacity as per clause 2.2.2.A and 2.2.2 B shall be measured and stated in terms of a score as per the scoring criteria as given below:

| Sr. No.  | Qualification Criteria  | Marks Allotment | Maximum marks |
|----------|---|-----------------|---------------|
| <b>A</b> | <b>Technical Experience of the Applicant</b>  |                 | <b>100</b>    |
| A1       | Number of Oceanarium projects designed & commissioned in last 15 years with minimum water capacity of 2.25 million liters and consisting of Acrylic Tunnel of at least 50m and moving walkway with various ancillary facilities |                 | <b>25</b>     |
| I        | One Project   | 15              |               |
| li       | For every additional project  | 05              |               |

**Request for Qualification for Establishment of World Class Oceanarium at Mamallapuram, Chennai on Design Build, Finance, Operate and Transfer basis under Public Private Partnership (PPP)**

| Sr. No. | Qualification Criteria  | Marks Allotment | Maximum marks |
|---------|---|-----------------|---------------|
|         | (Apart from those claimed for minimum eligibility)  |                 |               |
| A2      | Total water capacity in any Single Oceanarium in million litres                               |                 | <b>25</b>     |
| i       | 2.25  | 20              |               |
| ii      | 2.26 million litres and above   | 25              |               |
|         | Note: For evaluation of A2, projects claimed for minimum eligibility shall also be considered |                 |               |
| A3      | Length of the Tunnel in any single Oceanarium   |                 | <b>20</b>     |
| i       | 50 meters   | 15              |               |
| ii      | 50.1 meters and above   | 20              |               |
|         | Note: For evaluation of A3, projects claimed for minimum eligibility shall also be considered |                 |               |
| A4      | Ancillary facilities/features in the Oceanarium designed and commissioned in past 15 years    |                 | <b>10</b>     |
| i       | Penguin Park/Polar Animal Exhibits  | 05              |               |
| ii      | Marine Mammal Stadium   | 05              |               |
|         | Note: For evaluation of A4, projects claimed for minimum eligibility shall also be considered |                 |               |
| A5      | Marine Research Facilities designed and commissioned in past 15 years                         |                 | <b>20</b>     |
| i       | One project   | 10              |               |
| ii      | Two Projects  | 15              |               |
| iii     | Three Project or more   | 20              |               |
|         | Note: For evaluation of A5, projects claimed for minimum eligibility shall also be considered |                 |               |
|         | <b>Total Marks</b>  |                 | <b>100</b>    |

3.2.7 DELETED

3.2.8 Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.



3.2.9 DELETED

### 3.3 Details of Experience

3.3.1 The Applicant should furnish the details of Eligible Experience for the last 15 (Fifteen) financial years immediately preceding the Application Due date.

3.3.2 The Applicants must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.

3.3.3 The Applicant should furnish the required information and evidence in support its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.

3.3.4 DELETED

### 3.4 Financial information for Purposes of Evaluation

3.4.1 The Application must be accompanied by the Audited Annual Reports of the Applicant (of each member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Application is made.

3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking that it will be produced within 3 months from the date of application and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.

3.4.3 The Applicant must establish a minimum Net Worth and average Turnover as specified in Clause 2.2.2 (B) and provide details as per format at Annex-III of Appendix-I.

3.4.4 In case of foreign companies, a certificate from a qualified external auditor who audits the book of accounts of the Applicant or the Consortium Member in the formats provided in the country where the project has been executed shall be accepted, provided it contains all the information as required in the prescribed format of the RFQ

3.4.5 DELETED

### 3.5 Pre-qualification of Applicants

- 3.5.1 The credentials of eligible Applicants shall be measured in terms of their Technical Experience and Financial Capacity as mentioned in Clause 2.2.2 and Applicants meeting the same would be measured for Technical Capacity as per the scoring criteria as mentioned in Clause 3.2.6. An applicant should achieve a minimum score of 50% of the marks in Technical Capacity as per the scoring criteria as mentioned in Clause 3.2.6. Technical Experience and Technical Capacity shall be measured for the non-equity Technical Partner, or any Technical Partner holding equity.
- 3.5.2 Applicants found eligible in Technical Experience and Financial Capacity as per Clause 2.2.2 (B) and Technical Capacity as specified above shall only be pre-qualified.



## 4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants 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 an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant 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.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if an Applicant 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 Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant 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.
- 4.3 For the purposes of this Clause 4, 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 Letter of Award or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1 and 2.7.5, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Award 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 Letter of Award 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
- 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 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 Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.



## 5 PRE-BID CONFERENCE

- 5.1 A Pre-Application conference of the interested parties shall be convened at the designated date, time and place. A maximum of three representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.
- 5.2 During the course of Pre-Application conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.3 Applicants are also advised to intimate the details of the representatives who will be attending on their behalf to the officer designated in clause 2.13.3 at least one day prior to the conference.

## 6 MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and / or cancel the Bidding Process and / or amend and / or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - b) consult with any Applicant in order to receive clarification or further information;
  - c) pre-qualify or not to pre-qualify any Applicant and / or to consult with any Applicant 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 Applicant; 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 Applicant.
- 6.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and / or in connection herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.

**APPENDIX I- Technical Proposal**

**LETTER COMPRISING THE APPLICATION FOR PRE-QUALIFICATION**

*(REFER CLAUSE 2.13.2)*

To,

**The Commissioner,**  
Department of Fisheries  
ADMIN Buildings, Teynampet,  
Chennai - 600 006  
Tamil Nadu  
India.

**Sub:** Application for pre-qualification for Establishment of World Class Oceanarium at Mamallapuram, Chennai on Design Build, Finance, Operate and Transfer basis under Public Private Partnership (PPP)

Dear Sir,

1. With reference to your RFQ document dated .....<sup>§</sup>, I/we, having examined the RFQ document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for pre-qualification of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.

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<sup>§</sup> All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant.



5. I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the RFQ document, including any Addendum issued by the Authority.
  - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFQ document; and
  - (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 4.3 of the RFQ 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 Section 4 of the RFQ document, 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.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.17.6 of the RFQ document.
9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy (ies) the Net Worth and the turnover criteria and meet(s) all the requirements as specified in the RFQ document and are/ is qualified to submit a Bid.

10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for pre-qualification.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates 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.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines forms part of the RFQ thereof.
15. 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 provisions of this RFQ, we shall intimate the Authority of the same immediately.
16. The Statement of Legal Capacity as per format provided at Annexure V of the RFQ document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at Appendix II & III respectively of the RFQ, are also enclosed.
17. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Concession Agreement.
18. I/ We hereby confirm that we are in compliance of/ shall comply with the O&M requirements specified in Clause 2.2.3.



19. I/ We hereby irrevocably waive any right or remedy 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 Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
20. I/ We agree and undertake to abide by all the terms and conditions of the RFQ document.
21. I/ We certify that in terms of the RFQ, my/our Net worth is Rs. .... (Rs. in words) and minimum average annual turnover for the past three years is Rs. .... (Rs. In words)
22. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.}\$

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

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the Applicant/ Lead Member

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<sup>5</sup> Omit if the Applicant is not a Consortium.



## APPENDIX I

### **Annexure I- Details of Applicant**

1. (a) Name:  
(b) Country of incorporation:  
(c) Address of the corporate headquarters and its branch office(s), if any, in India:  
(d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Applicant:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
5. In case of a Consortium:
  - (a) The information above (1-4) should be provided for all the Members of the Consortium.
  - (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.6(g) should be attached to the Application.



(c) Information regarding the role of each Member should be provided as per table below:

| Sl. No. | Name of Member | Role*<br>{Refer Clause 2.2.6(d)} <sup>§</sup> | Percentage of equity in the Consortium<br>{Refer Clauses 2.2.6(a), (c) & (g)} |
|---------|----------------|---|---|
| 1.      |                |   |   |
| 2.      |                |   |   |
| 3.      |                |   |   |
| 4.      |                |   |   |

\* The role of each Member, as may be determined by the Applicant, should be indicated in accordance with instruction 4 at Annex-IV.

(d) The following information shall also be provided for each Member of the Consortium:

**Name of Applicant/ member of Consortium:**

| S.No | Criteria   | Yes   | No    |
|------|--|-------|-------|
| 1.   | Has the Applicant/ constituent of the Consortium been barred <sup>£</sup> by the [Central/ State] Government, or any entity controlled by it, from participating in any project (BOT or otherwise).  | 1.1.1 | 1.1.2 |
| 2.   | If the answer to 1 is yes, does the bar subsist as on the date of Application  | 1.1.3 | 1.1.4 |
| 3.   | Has the Applicant/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years? | 1.1.5 | 1.1.6 |

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

<sup>§</sup> All provisions contained in curly parenthesis shall be suitably modified by the Applicant to reflect the particulars relating to such Applicant.

<sup>£</sup> or has been declared by the Authority as non-performer/blacklisted

**Appendix I**

**Annexure II- Technical Capacity of the Applicant @**

*(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFQ)*

| Sr. No. | Applicant Type<br>(Single Entity / Consortium Member 1 / Consortium Member 2) <sup>#</sup> | Proposed Equity Shareholding in Consortium (%) | Member Code <sup>*</sup> | Project Code <sup>@</sup> | Name of the Project <sup>@</sup> | Client Details | Project specifications and facilities <sup>@</sup> | Date of Commissioning |
|---------|--|--|--------------------------|---------------------------|----------------------------------|----------------|--|-----------------------|
| 1       |  |  |                          |                           |                                  |                |  |                       |
| 2       |  |  |                          |                           |                                  |                |  |                       |
| 3       |  |  |                          |                           |                                  |                |  |                       |
| 4       |  |  |                          |                           |                                  |                |  |                       |
| 5       |  |  |                          |                           |                                  |                |  |                       |

<sup>@</sup> Provide details of only those projects that have been undertaken by the Applicant under its own name and/ or by an Associate specified in Clause 2.2.9 and/ or by a project company eligible under Clause 2.2.2. Refer Annexure IV. Add additional sheets if necessary.

<sup>#</sup> An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Applicant may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Applicant with such Associate, in terms of Clause 2.2.9, shall be provided.

<sup>\*</sup> Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.

<sup>\$\$</sup> For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 60 (Sixty) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.



**Appendix I**

**Annexure III- Financial Capacity of the Applicant**

(Refer to Clauses 2.2.2(B), 2.2.4 (ii) and 3.4 of the RFQ)

(Rs.in Crores)

| Applicant type<br>§     | Member Code <sup>£</sup> | Proposed Equity Shareholding in Consortium (%) | Annual Turnover <sup>€</sup> |                 |                 | Net Worth <sup>€</sup> |
|-------------------------|--------------------------|--|------------------------------|-----------------|-----------------|------------------------|
|                         |                          |  | Year (1)<br>(4)              | Year (2)<br>(5) | Year (3)<br>(6) | Year 1<br>(7)          |
| Single entity Applicant |                          |  |                              |                 |                 |                        |
| Consortium Member 1     |                          |  |                              |                 |                 |                        |
| Consortium Member 2     |                          |  |                              |                 |                 |                        |
| Consortium Member 3     |                          |  |                              |                 |                 |                        |
| Consortium Member 4     |                          |  |                              |                 |                 |                        |
| <b>TOTAL</b>            |                          |  |                              |                 |                 |                        |

**Name & address of Applicant's Bankers:**

§ An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Applicant may be ignored.

£ Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.

€ The Applicant should provide details of its own Financial Capability or of an Associate specified in Clause 2.2.9.



***Instructions***

1. The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Application Due Date. The financial statements shall:
  - a. reflect the financial situation of the Applicant or Consortium Members and its/ their Associates where the Applicant is relying on its Associate's financials;
  - b. be audited by a statutory auditor;
  - c. be complete, including all notes to the financial statements; and
  - d. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
3. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.
4. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (g) of the RFQ document.
5. The applicant shall also provide the name and address of the Bankers to the Applicant.
6. The Applicant shall provide an Auditor's Certificate specifying the net worth of the Applicant and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.4 (ii) of the RFQ document.

## Appendix I

### Annexure IV- Details of Eligible Projects

(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFQ)

Project Code:

Member Code:

| Item<br>(1)   | Refer<br>Instruction<br>(2) | Particulars of the Project<br>(3) |
|---|-----------------------------|-----------------------------------|
| Title of the project  |                             |                                   |
| Water Capacity (in litres)  | 5                           |                                   |
| Project facilities and features ( Applicants can additional sheets to explain in detail the project facilities) <ul style="list-style-type: none"> <li>• Length of the Tunnel</li> <li>• Marine Mammal Stadium</li> <li>• Penguin Park/Polar Animal Exhibits</li> <li>• Marine Research Facility</li> <li>• Any other ancillary facilities</li> </ul> | 5                           |                                   |
| Website / URL   | 6                           |                                   |
| Entity for which the project was constructed/ developed and its Contact details   | 7                           |                                   |
| Location  |                             |                                   |
| Date of commencement of project/ contract   |                             |                                   |
| Date of completion/ commissioning   | 8                           |                                   |
| Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)   | 10                          |                                   |

**Instructions:**

- Applicants are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 2.2.2 of the RFQ, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Application. Applicants should also refer to the Instructions below.

2. For a single entity Applicant, the Project Codes would be a, b, c, d etc. In case the Applicant is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Applicant or its Member, write "Associate" along with Member Code.
5. Please refer to Clause 2.2.2 and Clause 3.2.6 , Applicants can add additional sheets to explain in detail about project facilities
6. Please provide the web link of the Project
7. Particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided.
8. Copies of Work order / Agreements signed by the Applicant with its respective clients must be furnished for each Eligible Project.
9. In case the agreement does not specify the features as mentioned in clause 2.2.2 (A) and 3.2.6, the Applicant has to submit the following certificate from the client:

**Certificate from the Client regarding Eligible Projects**

This is to certify that ..... (*Name of the Applicant/Member/Associate*) was engaged by ..... (*Title of the project company*) to execute ..... (*Name of project*) for ..... (*Nature of project*). The construction of the project commenced on ..... (*Date*) and the project was/ is likely to be commissioned on ..... (*Date, if any*). It is certified that the project features include;

1. Capacity of Water (in Liters):
2. Acrylic Tunnel Length (in meters):
3. Marine Mammal Stadium
4. Penguin Park
5. Marine Research Facility

We further certify that the total estimated capital cost of the project is Rs. .... cr. (Rupees .....crore)

Name of the Client:

Seal of the Client:

Signature, name and designation of the Authorized Signatory

Date:

10. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.9, the Applicant should also provide a certificate in the format below:

**Certificate from Statutory Auditor/ Company Secretary regarding Associate<sup>§</sup>**

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of ..... (Name of the Associate) is held, directly or indirectly<sup>£</sup>, by ..... (Name of Applicant/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.9 of the RFQ.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Applicant/ Consortium Member in the Associate}

Name of the audit firm

<sup>§</sup> In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

<sup>£</sup> In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of "control" is not broken.

11. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score .

Refer Clause 3.2.6 of the RFQ.



**Appendix I**

**Annexure V- Statement of Legal Capacity**

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

Ref.No:

Date:

To:

**The Commissioner,**  
Department of Fisheries  
ADMIN Buildings, Teynampet,  
Chennai - 600 006  
Tamil Nadu  
INDIA.

**Sub:** Application for pre-qualification for Establishment of World Class Oceanarium at Mamallapuram, Chennai on Design Build, Finance, Operate and Transfer basis under Public Private Partnership (PPP)

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFQ document.

We have agreed that ..... (Insert member's name) will act as the Lead Member of our consortium.\* We have agreed that ..... (Insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf\* and has been duly authorized to submit the RFQ. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

*\*Please strike out whichever is not applicable.*





**APPENDIX II- Power of Attorney for signing of Application**

*(Refer Clause 2.2.5)*

Know all men by these presents, I/We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ..... , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the .....(name of the project) (the "Project") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications 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 bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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 ..... 2....

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)



Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarised)

Person identified by me/personally appeared before me/signed before me/Attested/Authenticated\*

(\*Notary to specify as applicable)

(Signature, name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date: \_\_\_\_\_"

*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.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostle certificate*



**APPENDIX III- Power of Attorney for Lead Member of Consortium**

*(Refer Clause 2.2.5)*

Whereas the Department of Fisheries (“the **Authority**”) has invited applications from interested parties for .....(name of the project) (the “**Project**”).

Whereas, .....,and .....(collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, .....having our registered office at ....., M/s. .... having our registered office at ....., M/s. .... having our registered office at ....., and ..... having our registered office at ....., (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S ..... having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the

Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2.....



For .....

(Signature)

.....

(Name & Title)

For .....

(Signature)

.....

(Name & Title)

For .....

(Signature)

.....

(Name & Title)

Witnesses:

- 1.
- 2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a 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 Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostile certificate.*



**APPENDIX IV- Joint Bidding Agreement**

*(Refer Clause 2.13.2)*

*(To be executed on Stamp paper of appropriate value)*

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

**AMONGST**

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

**AND**

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

**AND**

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

**AND**

4. .... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at ..... (hereinafter referred to as the “**Fourth Part**” or “**Technical Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}<sup>§</sup>

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

**WHEREAS,**

- (A) The Department of Fisheries, Government of Tamil Nadu represented by its Commissioner and

<sup>§</sup> The number of Parties will be shown here, as applicable, subject however to a maximum of 6 (six).



having its principal offices at Teynampet, Chennai. (Hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) by its Request for Qualification No. .... dated .....(the “**RFQ**”) for Selection of bidders for .....(name of project)(the “**Project**”) through public private partnership(B).The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ document and other bid documents in respect of the Project, and

- (B) It is a necessary condition under the RFQ document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

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

**2. Consortium**

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

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act 1956 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

**4. Role of the Parties**

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



- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding

Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

- (b) Party of the Second Part shall be the Technical Member of the Consortium;
- (c) Party of the Third Part shall be the Financial Member of the Consortium; and
- (d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.

## 5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFQ, RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

## 6. Shareholding in the SPV

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

Third Party:

Fourth Party:

- 6.2 The Parties undertake that each of the Parties of the First, {Second and Third} Part whose experience and network have been reckoned for the purposes of qualification and short-listing of Applicants for the Project in terms of the RFQ shall hold a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the date of commercial operation of the Project,.

- 6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above (other than Non-Equity Member) shall, at all times until the second anniversary of the commercial operation date of the Project, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.
- 6.4 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times for the term of the concession.
- 6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

## 7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
- (i) require any consent or approval not already obtained;
  - (ii) Violate any Applicable Law presently in effect and having applicability to it;
  - (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or



- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## 8. Termination

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

## 9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)



(Name)  
(Designation)  
(Address)

(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of  
THIRD PART

For and on behalf of  
FOURTH PART

(Signature)  
(Name)  
(Designation)  
(Address)

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of  
FIFTH PART

For and on behalf of  
SIX PART

(Signature)  
(Name)  
(Designation)  
(Address)

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

1.

2.

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

## APPENDIX V-Brief Description of the Project

### *Project Information Memorandum*



The proposal is to establish an Oceanarium in the 13.07 acres nominated site at Mamallapuram in PPP mode. The Oceanarium apart from its commercial and educational supremacy will have alliances with the Universities and Marine Biology Research Centers to undertake marine biological research projects in collaboration with similar reputed centers around the world.

Historically, the viewing of marine life has almost been exclusively confined to Aquarium, in which viewers circulate around the edges of the tank looking through windows. The proposed Oceanarium concept renders this style of viewing marine life as very basic. The difference lies in the submerged winding acrylic tunnel, which takes the public on a fascinating tour with views in all directions. The tunnel creates an impression of walking on the seabed and the visitor becomes part of the marine environment.

The meticulously created Oceanarium will have thousands of marine species, collected from the Ocean, acclimatized and which will move amidst corals and reef just like they are in natural habitat in Ocean. The Oceanarium concept is an innovative Educational and Tourism attraction, which draws our natural human curiosity for other forms of animal life, rarely seen by the general public.

The Oceanarium is a complex adventure, providing visitors of all ages with entertainment, enjoyment and education. Each facility has a number of entertainment and educational attractions, which transform short visits in to memorable occasions and such facility will become a “MUST SEE” for all national and

international visitors. Strategic and suitable displays, exhibits, touch pools; deep ocean creatures and marine artifacts entice the visitor through the pre-determined route on the journey to the main Oceanarium tank having thousands of marine animals and plants with its submerged acrylic tunnel. Within the tank a complete marine ecosystem shall be established where the rockwork and general layout of the tank reflects ocean conditions, giving visitors a clear understanding of the marine environment.

Tourism is not the only sector that benefits from the Oceanarium. All Oceanarium have a strong educational emphasis and are staffed by fully qualified educational officers. Today there is an increasing need to conserve and manage of marine resources for which awareness creation is essential. India in general and Tamil Nadu in particular, will benefit from the development of Oceanarium as this project is first of its kind in India.

### **PROJECT ATTRACTION**

- ❖ The project location is at Mamallapuram which itself is a historical center for tourism. This tourist place recorded tourist visitation of 45 lakhs including 5 lakhs foreign tourists in 2013 as per the data collected from Tamil Nadu Tourism Development Corporation, Government of Tamil Nadu.
- ❖ As the Oceanarium is to be located nearer to Mamallapuram, it is expected that 1/3<sup>rd</sup> of the existing footfalls might visit this facility
- ❖ India's 1/3<sup>rd</sup> of the population is students that account 40 Crore all over the country. The population in Southern States like Tamil Nadu, Kerala, Karnataka and undivided Andhra Pradesh is 25 Crore and the student's population is around 8 Crore. The population in Chennai Metropolitan Area is around 1 Cr and the student's population alone is 40 lakhs. The presence of such student and tourist footfalls would definitely make this unique tourist attraction a viable option.
- ❖ Andaman and Nicobar Islands are very rich with aquarium fishes and it is very easy to transport them to Oceanarium by sea without incurring the cost of flying them from abroad.
- ❖ Water required for the Oceanarium could be sourced from Ocean directly to LSS and Potable Water Treatment plant
- ❖ Unskilled Labors to Senior Scientist required for operating the project could be sourced easily in and around the project location as Chennai Metropolitan City is just 50km away from here.
- ❖ The land area is flat and empty and there is no resettlement issue involved in the land as it has been well protected and maintained by Government.

- ❖ There is no plantation and deforestation issue involved in this piece of land as it fully a clean and virgin land

#### PROPOSED PROJECT SPECIFICATION

**Project Model** : Design Built Finance Operate Transfer (DBFOT) bases under Public Private Partnership (PPP)

**Mode of Selection** : Competitive Bidding

**Estimated Cost of the Project:**

- ❖ INR.257.59 Crores ( Rupees Two Hundred and Fifty Nine Crores and Fifty Nine Lakhs)

**Land Availability and Design Norms:**

- ❖ Land falls under Coastal Regulation Zone III and permanent structure allowed is only up to two floors with a maximum height restriction of 9 meters. As per Coastal Regulation Zone Act, we cannot do any civil construction upto 200m from High Tide Line (HTL) of Ocean. Out of 13.07 acres of land, 6.53 acres fall within 200 meters from High Tide Line and balance 6.54 acres fall between 200 – 500 meters from High Tide Line.
- ❖ Only 6.54 acres can be used for Oceanarium construction and the balance 6.53 acres may be used for the purpose for which no permanent construction is required. In other words, we may use the 6.53 acres land only for fish stocking, game fishing, laser show, Amphi Theatre, Turtle Park etc. that do not require civil construction above the ground.

**A: Indoor Facilities in an Air-conditioned Building :( in CRZ-III area of 6.54 acres)**

- ❖ Aquarium Tunnel Length - 150m minimum of which non-acrylic tunnel is 25m+25m and acrylic tunnel is 100m with 270° and 360° viewing and 100m moving walkway minimum.
- ❖ Small Tank Display:50nos
- ❖ Wall Mounted Display including displays in the non-acrylic tunnel - 60 nos in different size according to space availability
- ❖ Cylindrical Tank - five numbers with a very huge one in the center of the aquarium lobby going up to 9m height
- ❖ Touch Pool five
- ❖ 250 – 300 different marine life species and 15,000 - 20,000 animals
- ❖ Provision for swimming with shark, scuba diving and feeding and other veterinary activities.
- ❖ Big Souvenir Shop-2

- ❖ Special Effect Multimedia Theater with 300 seating capacity for showing wonders of Ocean and other marine based educational movies. Will also have tie-up with National Geography and Discovery Channels for regular adventurous shows.
- ❖ Educational Class room of 100 seating capacity with provision to have Audio Visual Show
- ❖ Cafeteria in two or three places
- ❖ Underwater Restaurant with 60 seating capacity
- ❖ Underwater Accommodation(rooms):6nos
- ❖ Community Center for seminar and symposia and other social and commercial functions with 1000 seating capacity
- ❖ Food Court including seafood courts

**B. In the outdoor Area of CRZ-III of 6.54 acres:**

- ❖ Seal Stadium with 2000 seating capacity and its support facilities
- ❖ Penguin Park with 50 birds and its support facilities
- ❖ Cultural Food Court
- ❖ Musical Fountain

**C. In CRZ-II of 6.53 acres:**

- ❖ Fish Stocking and Seasoning Tanks
- ❖ Game Fishing Tanks
- ❖ Laser show
- ❖ Amphi Theatre
- ❖ Turtle Park
- ❖ All Terrain Scooter and Cars

