

**Operating of Multi Species Marine Fish Hatchery at Kusala Bangadeniya
Puttalam under public private partnership**

Contract No: NQ / DPC / 2023 / PPP / 01

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SECTION 01
LETTER OF INVITATION

23.05.2023

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**Operating of Multi Species Marine Fish Hatchery at Kusala Bangadeniya
Puttalam under public private partnership**

Contract No: NQ / DPC / 2023 / PPP / 01

National Aquaculture Development Authority of Sri Lanka (NAQDA) is a body corporate established under National Aquaculture Development Authority Act No.53 of 1998 for the Development and management of aquatic resources and aquaculture industry.

1. RFP are invited from applicants for operating of Multi Species Marine Fish Hatchery at Kusala Bangadeniya Puttalam under public private partnership
2. The RFP with TOR documents could be collected from 23.05.2023 to 20.06.2023 during office hours from 09.00 hrs to 14.00 hrs at the Head Office of National Aquaculture Development Authority of Sri Lanka, 41/1, New Parliament Road, Pelawatta, Battaramulla, upon payment of non-refundable fee of Sri Lanka Rupees Five Thousand (SL. Rs. 5,000.00).
3. The Pre Proposal meeting will be held on 06.06.2023 at 10.30 am at NAQDA Head Office at Pelawatte, and site inspection visit will be held on 2nd June 2023.
4. An Original and One copy of the technical proposal and the financial proposal must be submitted to the NAQDA.
5. The applicants must submit their Technical and Financial Proposals for the operating of Multi Species Marine Fish Hatchery at Kusala Bangadeniya Puttalam under public private partnership or before 2.00 p.m. 20.06.2023 to the Chairman, Ministry Consultancy Procurement Committee, National Aquaculture Development Authority of Sri Lanka, 41/1, New Parliament Road, Pelawatta, Battaramulla. Applicants or their authorized representative may attend the opening of the Bids.
6. NAQDA will not be responsible for any costs or expenses incurred by applicants in connection with the preparation or delivery of the Bids.
7. Applicants may obtain further information, inspect and obtain Bid Documents at the office of the Director (Coastal Aquaculture Development), National Aquaculture Development Authority of Sri Lanka, No: 41/1, New Parliament Road, Pelawatta, Bataramulla (Telephone – 011 278 6578 or AD (CAD) Mobile - 071 8044453).

8. RFP documents relating to above projects can be downloaded from the official web site of the institution (www.naqda.gov.lk). The nonrefundable fee given above should be credited to the NAQDA's bank account **No.208100483320761, Peoples bank, Battaramulla. The copy of the deposit slip should be attached along with the bid document and if bidder unable to submit deposit slip the bid will be rejected.**
9. **The Financial Proposal shall be accompanied by a Bid-Security, of Rupees Nine hundred Thousand (Rs 900,000.00) obtain from the reputed bank operated in Sri Lanka. Bid Security shall be valid up to 210 days (03 - 06 - 2023) after the dead line for RFP submission.**
10. NAQDA will not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or delivery of the bids.

The RFP includes the following documents:

Letter of Invitation	Section 01
Instructions to applicants	Section 02
Technical Proposal Standard Forms	Section 03
Financial Proposal Standard Forms	Section 04
Bid Security specimen form	Section 05
Terms of Reference	Section 06
Draft Agreement for contract	Section 07

Chairman,
National Aquaculture Development Authority of Sri Lanka,
41/1, New Parliament Road,
Pelawatta,
Battaramulla

SECTION 02
INSTRUCTIONS TO APPLICANTS

INSTRUCTIONS TO APPLICANT

1.0 INTRODUCTION

General

- 1.1. The NAQDA will select a firm / organization /the Company as per this Request for Proposal (RFP) in accordance with the Quality and Cost Based Selection (QCBS) Method.
- 1.2. Applicants should have familiarized themselves with local conditions and take them into account in preparing their Proposals to obtain first – hand information on the assignment and local conditions. Applicants are encouraged to visit the hatchery site in operations with the nominated representative of the NAQDA. The Applicants’ representatives should contact the Director (Coastal Aquaculture Development- 011 278 6578 or 0718196823) **or** Assistant Director (Coastal Aquaculture Development-0718044453) to arrange their visit to the project site .
- 1.3. Applicants shall bear all costs associated with the preparation and submission of their Proposals. Costs might include site visit: Collection of information; and, if selected, attendance at contract negotiation.
- 1.4. The NAQDA is no bound to accept any Proposal and shall reserve the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the operations.
- 1.5. In preparing their Proposals, Applicants are expected to examine in detail, the documents comprising the RFP. Material deficiencies providing the information requested may result in rejection of a Proposal.

Conflict of Interest

- 1.6.
 - i. The NAQDA requires that applicants provide professional, objective and impartial advice and at all times, hold the NAQDA’s interest paramount, strictly to avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
 - ii If an applicant is associated with or affiliated to NAQDA or Ministry of Fisheries an employee of any institutions under the purview of above ministries, the proposals of such applicants shall fall under conflict of interest and they shall be rejected.

Fraud and Corruption

- 1.7. The NAQDA requires the applicants observe the highest standard of ethics during the procurement and execution of such contracts. In such pursuance of this policy, NAQDA,
- (i). defines, for the purpose of this provision, the terms set forth below as follows;
 - (a). “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/ or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - (b). “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among bidders (prior to or after bid submission) designed to established bid price at artificial, noncompetitive level and to deprive the borrower of the benefits of free and open competition)
 - (ii). Will reject a Proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract; and
 - (iii). Will declare a firm ineligible, either indefinitely or for a stated period of time, determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing.

Only one Proposal

- 1.8. Applicants may submit only one proposal. If an applicant submits or participates in more than one proposal, such applicant shall be disqualified.

Proposal Validity

- 1.9.
- i. The proposals must remain valid for 180 days after the submission date. During this period, the applicants shall maintain the availability of experts nominated in the proposal. The NAQDA will make its best effort to complete negotiations with in this period. In case of need, the NAQDA may request applicants to extend the validity period of their proposals. Applicants have the right to extend the validity period of their proposals.
 - ii. All RFPs should be accompanied by an unconditional on demand Bid guarantee which should be for a sum of Rupees Nine hundred thousand (Rs 900,000.00) and should be enclosed in the Financial Proposal. Any bid not accompanied by a Bid Security will be rejected. Format of the Bid Security should be as per the given format in Section 5 - Financial Proposal Standard Forms. Failure to do so would cause the bid to be rejected. Bid Security shall be valid up to 210 days (03 - 06 - 2023) after the dead line for RFP submission.

Participation of Government Employees

- 1.10. Recruiting current government employees to work are discouraged. When applicants nominate any government employees as experts in their Technical Proposal, such expert(s) must have written approval from their employer, confirming that they will be on leave without pay from their official position and available to work full- time on the assignment.
 - I. Employee of government of Sri Lanka must not be engaged to work where conflict of interest exists.
 - II. A current employee affiliated to any institution coming under the preview of Ministry of Fisheries or must not be engaged to work as an expert of the applicant.

2.0 CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENT

- 2.1. Applicants may request a clarification of any of the RFP up to seven (7) days prior to the proposal submission date. Any request for clarification must be sent in writing to the address, Chairman, Ministry Procurement Committee, National Aquaculture Development Authority of Sri Lanka, 41/1, New Parliament Road, Pelawatte, Battaramulla. The NAQDA will respond in writing and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all responded applicants. Should the NAQDA deem it necessary to amend the RFP add the result of a clarification, it shall do so following the procedure under Sub - Clause 2.2
- 2.2. At any time before the submission of proposals, the NAQDA may, whether at its own initiative, or in response to clarification requested by a firm, amend the RFP by issuing an addendum. The addendum shall be sent to all applicants and will be binding on them. To give applicants reasonable time in which to take an amendment into account in their Proposals, the NAQDA may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission.

3.0. PREPARATION OF THE PROPOSAL

- 3.1. Applicants Proposal (the proposal) will consist of two (2) components
 - (i). The Technical Proposal, and
 - (ii). The Financial Proposal
- 3.2. The Proposal, as well as all related correspondence exchanged by the Applicants and the NAQDA, shall be in English. All reports prepared by the contracted Applicant shall also be in English.
- 3.3. The Proposal should include a cover letter signed by person(s) with full authorization to make legally binding contractual (including Financial) commitments on behalf of the firm. The letter should specify all association arrangements, and certify that each associated firm will perform its designated tasks under the assignment if the lead firm is awarded the contract.

4.0 THE TECHNICAL PROPOSAL

- 4.1. The Technical Proposal shall not include any financial information and **any Technical Proposals containing financial information shall be declared non - responsive.**
- 4.2 The Technical Proposal should clearly demonstrate the Applicants understanding of the assignment requirements and capability and approach for carrying out the tasks set forth in the TOR through the nominated experts.
- 4.3 The Technical Proposal shall address each of the sub criterion listed under the “Adequacy of the Proposed Methodology & work Plan” (Please see sub - clause **8.2 of this section**) and the proposal will be assessed on the responsiveness to each sub criterion.
- 4.4 **I.** The Technical Proposal shall contain information indicated in the following paragraphs from (II) to (VII) using the Standard Technical Proposal forms (**Section 3**). Such information must be provided by the applicants and each Associate.
- II.** A brief description of the organization and outline of recent experience of the applicants and each Associate on assignments of a similar nature is required in form TECH - I. The description shall illustrate in addition to the experience in the sector, the assignments in operation and management of similar eco-friendly projects.
- III.** A concise, complete and logical description of the applicant team will carry out the services to meet all the requirements of the TOR.
- IV.** A work plan showing in graphical format (bar chart) the lining of major activities, anticipated production targets, and deliverables such as reports (Quarterly management accounts, and monthly Production and Seed issuing) required under the TOR.
- V.** An organization chart indicating relationships the applicant and any Associate(s), the NAQDA, the Chairman/ NAQDA, and other parties or stake holders, if any, involved in the assignment.
- VI.** Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be encouraged, including workable suggestion that could improve the quality/ effectiveness of the assignment.
- VII.** The name, age, nationality, background employment record, and professional experience of each nominated expert, with particular reference to the type of experience required for the operation and management should be presented in the CV format shown in form TECH - 2.
- Only one CV must be submitted for each position.
- VIII.** The NAQDA requires that-each key staff confirm that the content of his/ her curriculum vitae (CV) is correct by themselves by signing the CV and should be attested by the applicant.

5.0 FINANCIAL PROPOSAL

- 5.1 All information provided in applicant's Financial Proposal will be treated as confidential. The Financial Proposal must be submitted in hard copy using the format shown in Section 4 including Bid guarantee.
- 5.2 The NAQDA retains the right to audit during and after the contract period, accounts and cost records relevant to the PPP should be available to NAQDA and auditors.
- 5.3 The figures provided there in and the bid guarantee details will be read out aloud at the public opening of Financial Proposals.

6.0 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 6.1 The original Proposal (both Technical and Financial Proposals) shall contain no Interlineations or overwriting, except as necessary to correct errors made by applicants themselves to evidence provision of additional financial payments will be applied in the manner specified in **Sub - Clause 9.5**. Any such corrections, Interlineations or overwriting must be initiated by the persons(s) who signed the Proposal.
- 6.2 An authorized representative of the applicant shall initial all pages of the original hard copy of the Financial Proposal. No other copies are required.
- 6.3 The Technical Proposal shall be marked "Original" or "Copy" as appropriate. All required copies of the Technical Proposal will be made from the original. If there are discrepancies between the original and the copies of the technical Proposal, the original governs.
- 6.4 The Original and one copy of the Technical Proposal to be sent to the NAQDA shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked by red felt pen "Financial Proposal" and with a warning DO NOT OPEN WITH THE TECHNICAL PROPOSAL" The envelopes shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and title of the project. If the Financial Proposal is not submitted by the applicant in a separate sealed envelope and duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial Proposals as non-responsive.
- 6.5 Proposals must be delivered at the indicated NAQDA address, Chairman, Ministry Procurement Committee, National Aquaculture Development Authority of Sri Lanka, 41/1, New Parliament Road, Pelawatte, Battaramulla, on or before 14.00 hrs. 20.06. 2023 or any new date established by the NAQDA according to the provisions of **Sub: Clause 2.2**

7.0 PROPOSAL EVALUATION

General

- 7.1 From the time the proposals are opened to the time contract is awarded, the Applicant should not contact the NAQDA on any matter related to its Technical and or Financial Proposal. Any effort by an Applicant to influence the NAQDA in examination, evaluation, ranking of proposals or recommendation for award of contract may result in rejection of the Applicants Proposal.
- 7.2 The selection of the organization(s) to be invited to contract negotiation with the NAQDA for the proposed project will be based on the comparison of experience of the organization(s): the quality and suitability of the approach and methodology the quality & experience and qualification of the personal to be assigned (both technical and managerial).
- 7.3 A Proposal will be treated as non - responsive, if any of the items requested in Section 2 above are omitted or not complied with. Also, since the selection will be undertaken on a competitive basis, the NAQDA will not entertain subsequent requests to change personnel proposed, following evaluation of the proposals received. The NAQDA therefore, reserves the right to immediately consider appointment of the next - ranked proposal

Evaluation of Technical Proposal

- 7.4 The NAQDA's Technical Evaluation Committee (TEC) will be responsible for evaluation and ranking of Proposals received.
- 7.5 The TEC evaluates and ranks the Technical Proposals on the basis of Proposal's responsiveness to the TOR using the evaluation criteria given in **Clause 8**. Each Technical criterion will receive a technical score. A Proposal shall be rejected if it does not achieve the minimum technical points of 700 from the maximum of 1,000 points.
- 7.6 A Technical Proposal may not be considered for evaluation in any of the following circumstances:
- (I). The applicant that submitted the Proposal or one of its Associated Applicants belongs to one of the circumstances described in **Sub - Clause 1.7. (i) to (iii)**
 - (II) . And failed to make a proper statement to that effect in the cover letter: or
 - (III). The Technical Proposal submitted in the wrong format:
 - (IV). The Technical Proposal included with financial details: or
 - (V).** The technical Proposal reached the NAQDA after 14.00hrs 20.06.2023
- 7.7 After the technical evaluation is completed, the NAQDA shall notify applicants whose proposals did not meet the minimum qualifying Technical points or applicants whose technical proposal was considered non - responsive to the RFP requirements, indicating that their Financial Proposals will be returned unopened after completion of the selection process. The NAQDA shall simultaneously notify, in writing applicants whose technical proposals received a mark of 700 or higher, indicating of the date, time and location for opening Financial Proposals. (Applicants attendance at the opening of Financial Proposals is optional).

8.0 EVALUATION CRITERIA FOR TECHNICAL PROPOSALS

Four general criteria are used:

- (1) **Specific experience for hatchery operation (100/1000 marks)**
- (2) **Adequacy of the Proposed Methodology & work plan (400/1000 marks)**
- (3) **Key staff (400/1000 marks)**
- (4) **Eligibility and Qualification questionnaire (100/1000 marks)**

Each criterion is broken down into specific sub - criteria. The evaluators assess the responsiveness of each Technical Proposals to each sub criteria. The total number of points allocated is **1000**.

8.1 Specific experience for hatchery operation - 100 marks

a) **Production for Successful coastal/ Marine Fin Fish Hatchery operation – 50 marks**

- i. Fin Fish hatchery production more than 0.5 Mn / year - 50 marks
- ii. Fin Fish hatchery production between 0.5 - 0.25 Mn / year - 25 marks
- iii. Fin Fish hatchery production between 0.25-0.01 Mn / year - 10 marks
- iv. Fin Fish hatchery production less than 0.01 Mn / year - 00 marks

b) **Experience for Successful Fin Fish Hatchery operation -50 marks**

- i. Aquaculture related hatchery operation more than 03 years - 50 marks
- ii. Aquaculture related hatchery operation between 02 - 03 years - 25 marks
- iii. Aquaculture related hatchery operation between 01 - 02 years - 15 marks
- iv. Fin Fish hatchery operation less than 01 year - 00 marks

8.2 Adequacy of the Proposed Methodology & work plan - 400 marks

- i. Understanding master concept - 100 marks

The extent to which the applicant's technical proposal responds to the objectives and the guidance indicated in the SCOPE/TOR. Does the proposal reflect the understanding of the concept as set out in the scope of hatchery operations?

- ii. Quality standards - 75 marks

If the proposed methodology includes marine fin fish fingerlings assurance methodology applicable for recognized standards

- iii. Innovations - 75 marks

If the applicant has followed innovative methodologies and has maintained the hatchery in Environment friendly energy methods and using methods of obtaining large amount of quality fingerlings from mother brood stock will be considered.

- iv. Work plan - 75 marks

Should submit the work plan for 5 years period. At this point, the milestones should be clearly mentioned for this 5-year production period. Furthermore, it should be clearly mentioned the production process for each time period.

v. Organizing & Staffing - **75 marks**

The applicant must produce organization structure of the company and the way of using staff for the project.

8.3 Key staff - 400 marks

The required minimum staff for evaluation is given below. However, the applicant can increase the personnel to carry out the project operation.

i. Qualified hatchery manager 01 - **150 marks**

- a. Academic qualification - **75 marks**
MSc Degree or over qualification with relevant field (Aquaculture) - 45 marks
B.Sc. Special degree relevant field (Aquaculture/Agriculture / Bio Science special with fisheries & Aquaculture) - 30 marks
- b. Training - **25 marks**
Overseas training more than 03 months - 25 marks
Overseas training more than month - 15 marks
- c. Working experience - **50 marks**
Experience marine fin fish hatchery more than 02 years - 50 marks
Experience fin fish hatchery more than 1 Year - 25 marks

ii. Aquaculturists 02 - **130 marks**

- a. Academic qualification (Both officers) - **40 marks**
B.Sc. Special degree / B.Sc. degree with a class - 40 marks
B.Sc. General degree - 30 marks
- b. Training (Both officers) - **20 marks**
Overseas training more than 02 months - 20 marks
Overseas training more than 02 weeks - 10 marks
- c. Working experience (Both officers) - **70 marks**
Experience marine fin fish hatchery more than 01 year - 70 marks
Experience marine fin fish hatchery more than 06 months - 50 marks

iii. Technical staff - 06 - **120 marks**

- a. Working experience - **120 marks**
Working experience more than 1 year (all staff) - 120 marks
Working experience between 1 year – 6 months (all staff) - 90 marks
Working experience less than 6 months (all staff) - 60 marks

8.4 Eligibility and Qualification questionnaire

100 marks

S. No.	Financial Viability Test	Marks	Yes/NO
1	Can provide the required Capital funds to the project via own fund / via partners / Bank arrangements?	20	
2	Can provide required working capital cover up to six (06) months via own fund / via partners / Bank arrangements?	20	
3	Can bear the working capital during any unusual weather patterns up to One year via own fund / via partners / Bank arrangements?	20	
4	Can provide fingerlings to the general public at the rate decided by the NAQDA?	30	
5	Can pay agreed rent to the authority on 15 th of every month despite the cycle stage or sales conditions?	10	

9.0 PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS

Public Opening of Financial Proposals

- 9.1. At the public opening of Financial Proposals, Applicant's representatives who choose to attend will sign an Attendance Sheet.
- (i). The mark of each Technical Proposal that met the minimum marks of 700 will be read out aloud.
- (ii). Each Financial Proposal will be inspected to confirm that it has remains sealed and unopened
- (iii). The NAQDA's representative will open each Financial Proposal. Such representative will read out aloud the name of the Applicant and the total price shown in the Applicant's Financial Proposal, as well as availability, amount & validity of bid guarantee. This information will be recorded in writing by the NAQDA's representative.

Evaluation of Financial Proposals

- 9.2. The detailed contents of each Financial Proposal will be subsequently reviewed by the NAQDA. During the examination of Financial Proposals, the NAQDA's staff and any others involved in the evaluation process will not be permitted to seek clarification or additional information from any applicant who has submitted a Financial Proposal.
- 9.3. Financial Proposals will be reviewed to ensure that the figures provided there in are consistent with the details of the corresponding Technical Proposal (e.g. Personal schedule inputs etc.)
- 9.4. Financial Proposals will be checked for computational errors or material omissions, and prices will be corrected and adjusted as necessary. In the case of material omissions, the cost of the relevant Financial Proposal will be increased by application

of the highest unit cost and quantity of the omitted item as provided in the other Submitted Financial Proposals.

- 9.5 The Evaluated Total Price (ETP) for each Financial Proposal will be determined. If an additional payment has been offered in any Financial Proposal, such amount will be applied.

10.0 RANKING OF PROPOSALS

Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by selecting the highest Evaluated Total Price of the selected applicant. After such final ranking, the selected Applicant will be invited for project negotiations.

11.0 NEGOTIATIONS

- 11.1 Negotiations will be held at the National Aquaculture Development Authority of Sri Lanka by a committee appointed for the same. Normally, such negotiations commence not less than 10 days after issuance of the NAQDA's invitation to attend the negotiations, the invited Applicant will as a pre requisite for attendance at the negotiations. Confirm availability of all nominated experts and satisfy such other pre negotiations requirements as the NAQDA may specify. Failure in satisfaction of such requirements may result in the NAQDA proceeding to negotiate with the next - ranked applicant. Representative conducting negotiation on behalf of the Applicant must have written authority to negotiate technical, financial and other terms and conclude a legally binding agreement.
- 11.2 The technical negotiation covers review of the Applicant Technical Proposal including the proposed technical approach and methodology. Work plan staffing schedule organization agreement and any suggestions made by the applicant or the NAQDA to improve the implementation of the assignment. Negotiations will not result in substantial modifications to either the Applicants Technical Proposal or the TOR.
- 11.3 The NAQDA shall prepare minutes of the negotiations, which will be signed by the NAQDA and the Applicant.
- 11.4 If Contract negotiations fail for any reason, the NAQDA will commence negotiation with the next ranked applicant.

12.0 CONFIDENTIALITY

Information relating to evaluation of proposal and recommendations concerning contract award shall not be disclosed to Applicants who submitted proposals or to other persons not officially of the concerned with the requirement process until the winning firm has been notified contract awarded.

13.0 AWARD OF CONTRACT

After completion of negotiations, the NAQDA shall award the contract of the selected applicant and promptly notify the other applicants who submitted proposals that they were unsuccessful. The NAQDA will return the unopened financial proposals to the unsuccessful applicants.

Instructions to Applicants-Data Sheet

Paragraph Reference	Description
1.1	Name of the Employer: Chairman Ministry Procurement Committee National Aquaculture Development Authority, No 41/1, New Parliament Rd, Pelawatta, Battaramulla. Authorized Representative : Chairman, NAQDA Method of selection: Quality and Cost Based Selection (QCBS)
1.2	Operating of Multi Species Marine Fish Hatchery at Kusala Bangadeniya Puttalam under public private partnership
1.3	A pre-proposal conference will be held : yes Venue: NAQDA head Office at Pelawatte Time : 10.30 a.m on 06.06.2023 The NAQDA's representative is : Director (Coastal Aquaculture Development) National Aquaculture Development Authority of Sri Lanka. Address: 41/1, New Parliament Rd, Pelawatta, Battaramulla. Telephone: 011 278 6578 Fax : 011 278 6493 E-mail : adcad@naqda.gov.lk
1.4	The NAQDA will provide the following inputs and facilities : a) End-user requirements
1.9	Proposals must remain valid 180 days after the submission deadline date ,i.e until 18.12.2023.
2.1	Clarifications may be requested not later than 07 Days before the submission date – 14.06. 2023 The address for requesting clarification is: Director (Coastal Aquaculture Development), National Aquaculture Development Authority, No 41/1, New Parliament Rd, Pelawatta, Battaramulla. Telephone: 011-2786578 Fax : 011-2786493 E-mail : adcad@naqda.gov.lk
4.3	Applicant must submit the original and 01 copy of the Technical Proposal and the original of the Financial Proposal.(Separate two envelope system)
5.1	Applicant should submit the financial proposal subject to exceeding the minimum ceilings stated in the Section 04.

6.4	<p>The Proposal submission address is Chairman, Ministry Procurement Committee, National Aquaculture Development Authority, No 41/1, New Parliament Rd, Pelawatta ,Battaramulla.</p> <p>Proposal must be submitted no later than the following date and time : 20.06.2023 Time: On or before 2.00 p.m</p>
8.0	<p>Criteria, Sub criteria and point system for the evaluation of Technical Proposals are:</p> <p>8.1 Specific experience for hatchery operation - 100 marks</p> <p>a) Production for Successful coastal marine Fin Fish Hatchery operation - 50 marks</p> <p>b) Experience for Successful aquaculture related Hatchery operation - 50 marks</p> <p>8.2 Adequacy of the Proposed Methodology & work plan - 400 marks</p> <p>i. Understanding master concept - 100 marks ii. Quality stands - 75 marks iii. Innovations - 75 marks iv. Work plan - 75 marks v. Organizing & Staffing - 75 marks</p> <p>8.3. Key staff - 400 marks</p> <p>i. Qualified hatchery manager 01 - 150-marks ii. Aquaculturist 02 - 130 marks iii. Technical staff 06 - 120 marks</p> <p>8.4 Eligibility and Qualification questionnaire - 100 marks</p> <p>Total points for the four criteria -1000 marks</p> <p>The minimum Technical score required to pass is -700 marks</p>
10.0	<p>Descending order of ranking with Total Evaluated Price (TEP) of the qualified applicant.</p>
11.1	<p>Expected date and address for contract negotiations: Expected to be negotiated before Third week of July 2023 at the office of Chairman, Ministry Procurement Committee, National Aquaculture Development Authority, No 41,1 New Parliament Rd, Pelawatta, Battaramulla.</p>
13.0	<p>Expected date for commencement of operation of project: First Week of August 2023</p>

SECTION 03

TECHNICAL PROPOSAL - STANDARD FORMS

Specific experience for hatchery operation & Key staff

Description	
1.Name of the Hatchery	
i. Experience for Successful aquaculture related hatchery operation (Years)	
ii. Average annual Production of coastal/ marine fingerlings (Million)	
2. Key staff	
i. Hatchery manager	
ii. Aquaculturists	
iii. Technical staff	

FORM TECH-2

BIO DATA FORMAT TO BE SUBMITTED WITH PROPOSAL

1. PROPOSED POSITION FOR THIS PROJECT :
2. NAME :
3. DATE OF BIRTH :
4. CITIZENSHIP :
5. EDUCATION :
(THE YEARS IN WHICH VARIOUS QUALIFICATIONS ARE OBTAINED MUST BE STATED)
6. OTHER TRAINING :
7. LANGUAGE & DEGREE OF PROFICIENCY :
8. MEMBERSHIP OF PROFESSIONAL SOCIETIES :
9. COUNTRIES OF WORK EXPERIENCE :
10. EMPLOYMENT RECORD :
(Starting with present position, list in reversed order every employment held and state the start and end dates of each employment)

FROM:

TO:

EMPLOYER

(Clearly distinguish your 'employer' as an employee of the firm from a 'NAQDA' for whom you have worked as an applicant or an advisor)

POSITION HELD AND DESCRIPTION OF DUTIES :

11. DETAILED TASK ASSIGNED : (Work undertaken which best illustrates capability to handle the tasks assigned)
(In this column, list tasks one by one and Support each task by project experience on the right side)

: (In this column, list project name, location, Year, position held, i.e. team leader, Hydrologist, Agricultural economist, etc. exact duties rendered and time spent on each project.)

12. Certification

: I the undersigned certify that, to the best of my knowledge and belief. This bio data correctly describes myself. My qualification and my experience. I understand that any willful mis-statement described herein may lead in my disqualification or dismissal if employed.

Signature of the expert

Date of Signing

Day: Month: Year:

It is hereby certify that the above signature is that of

.....

.....

.Signature of authorized official of the Firm
Company Seal

SECTION 04

FINANCIAL PROPOSAL STANDARD FORMS

Description	Minimum Ceiling (Rs.)	Amount (Rs.)
Monthly Rental	Rs. 782,450.00	
Monthly rental to be increased by minimum 1% each year.		
Total		

SECTION 05

BID SECURITY SPECIMEN FORM

FORM OF BID SECURITY (Unconditional Guarantee)

[this Guarantee form shall be filled in accordance with the instructions indicated in brackets]
----- *[insert issuing agency's name, and address of issuing branch or office]*

Beneficiary: The Chairman , National Aquaculture Development Authority Of Sri Lanka
41/1 , New Parliament Road , Pelawatta ,
Battaramulla

Date: ----- *[insert (by issuing agency) date]*

BID GUARANTEE No.: ----- *[insert (by issuing agency) number]* We have been informed that ----- *[insert (by issuing agency) name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated ----- *[insert (by issuing agency) date]* (hereinafter called "the Bid") for the execution of *[insert name of Contract]* under Invitation for Bids No. ----- *[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we ----- *[insert name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- *[insert amount in figures]* ----- *[insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") ; or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of the successful bidder furnishing the performance security, otherwise it will remain in force up to ----- *(insert date)*

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

[signature(s) of authorized representative(s)]

SECTION 06
TERMS OF REFERENCE
(TOR)

Terms of Reference (TOR) for the implementation of the Kusala, Bangadeniya Marine Fin Fish Hatchery in Puttalam District on Public Private Partnership

01.Introduction

Kusala Bangadeniya Marine Fin Hatchery was established by NAQDA in under to supply fry for farming of Tuna bait at present as there is no demand for milk fish bait, NAQDA decided to breed marine fin fish species for export market. Therefore, The National Aquaculture Development Authority of Sri Lanka has set a target to diversifying the aquaculture by introducing marine fin fish species such as Sea Bass,Grouper, Silver Promfret, Sea bream and Cobia. To achieve the above objectives, the National Aquaculture Development Authority of Sri Lanka established the Marine Fin Fish Hatchery at Kusala Bangadeniya in the Puttalam District with the objective of enhancing the export of Marine Fin Fish by introducing Marine Fin Fish Breeding and Farming technology.

02. Objectives

Selection of an Investor by inviting Expression of Interest to operate the Marine Fin Fish Hatchery under the National Aquaculture Development Authority of Sri Lanka under a public-private partnership.

The above breeding center will be leased out for a period of 05 years under a public-private partnership to the investor who can pay the highest amount of bid.

Information to be provided for the project proposal

01. General details about the entrepreneur
02. Legal status of the enterprise
03. Financial statements audited by a Chartered Accountant registered under the Institute of Chartered Accountants. Required minimum working capital is Rs 35 million .If Rs 35 million working capital is not reflected from the financial statement, the bidder should provide the financial capability by Line of Credit (LOC) Letter facility from reputed bank operating in Sri Lanka. It should be unconditional and specified for aforesaid purpose.
04. Experience in Marine Fin Fish breeding
05. Details of technical manpower
06. Affidavit of not having been convicted by any court or authorized body in relation to the aquaculture industry.

03. Activities

a) **Only marine fin fish should be cultivated in this project and priority should be given to the following cultivated species while carrying out the project.**

Grouper, Milk fish, Silver Promfret, Sea bream and Cobia, sea bass

Bidder should thoroughly adhere not to use the hatchery and ponds for any other uses.

b) Some quantity of the marine fin fish produced should be recommended by NAQDA and given to the farmers.

c) Production of high quality marine fin fish so as to obtain maximum productivity from the hatchery without harming the environment.

d) Production of marine fin fish in accordance with NAQDA recommendations in order to control diseases.

e) New technology should be used.

f) An action plan should be submitted on how the relevant project will be proceeded.

04. Time period for the project

The time period should be mentioned in the application. (Maximum duration is 05 years)

05. Technology

Ensure that the applicant has the technical responsibility and qualifications required for the production of marine fin fish.

06. Responsibilities and activities of an applicant

a. Technical plan

I. The availability of high quality marine fin fish broodstock required for the maintenance of the breeding center should be provided.

II. Annual production plan should be submitted for five years

III. How to follow biosecurity measures

IV. How to deploy officers with the required technical knowledge

V. How action has been taken to protect employees

VI. Providing facilities for disinfection

b. Financial plan

I. The amount of lease to be applied for a year should be submitted.

II. Marine Fin Fish Hatchery Cost Benefits Analysis for one-year operation.

07. Responsibility in the production process

Selected applicants will be responsible for the entire production process related to aquaculture.

08. Submitting reports

Attend a progress review meeting on the project every six months, presenting the progress over the next 6 months and the action plan for the next 6 months. Follow the instructions given there.

09. Period of commencement of culture

Production at the breeding center should be commenced within 06 months from the date of signing the agreement for the project.

10. How to pay leases

Leases are payable from the date of signing the Agreement to the National Aquaculture Development Authority of Sri Lanka. (Lease amount should be mentioned.)

SECTION 07

DRAFT AGREEMENT FOR CONTRACT

Tentative Draft Agreement

**National Aquaculture Development Authority of Sri Lanka
Between
Vs A Bilateral Agreement**

This agreement is made between National Aquaculture Development Authority in Sri Lanka andhereinafter referred to in some places as the first party, incorporated under the **National Aquaculture Development Authority Act No. 53 of 1998** with its head office at **No. 41/1, Battaramulla, Pelawatta**, Western Province of the Democratic Socialist Republic of Sri Lanka to the first party (in place of the said party's heirs , executors administrators , compulsory receivers)

Thein the Democratic Socialist Republic of Sri Lanka atthe second party in place of the said party (instead of the heirs, executors, administrators and compulsory recipients of the said organization) Whereas, subject to the conditions hereinafter described on this(.....) day of **May Two Thousand and Twenty-Three (2023)** and

The both parties agree to enter in to an agreement subject to the following conditions :-

01. Subject to the formal approval of the first party and subject to the conditions mentioned in the license, the second party agrees to operate the multi-species brackish water fin fish hatchery.
02. The first party agrees to provide the plot of land mentioned in Annexure 01 for the implementation of the said project and to provide the buildings and equipment installed on that plot of land mentioned in Annexure 02 for use for a period of 05 years.
03. The second party agrees not to use the project site for any purpose other than multi-species freshwater fin fish breeding.
04. The second party agrees to bear all the costs of implementing the project and to provide the necessary working capital and labor for the implementation of the project.
05. The second party agrees to use biosecurity methods and to produce disease-free, high-quality, multi-species brackish water fin fish fry without harming the environment.
06. Furthermore, during the implementation of the project, all the work related to the investment and finance as well as the provision of working capital by the second party for the project should be done with the relevant statutory bodies and by maintaining relations and the second party agrees to obtain and fulfill the relevant approvals and conditions.

07. The second party agrees to obtain the necessary licenses and approvals from the relevant authorities on an annual basis to implement the project.
08. The second party agrees to allow the first party or the persons authorized in writing by the first party to enter the buildings and other facilities of the project, carry out necessary inspections and take samples for research when the agreement comes into force.
09. With the prior written consent of the first party, the second party may install or add to the equipment necessary for the multispecies brackish water fin fish farming at the cost of the second party and remove the installed equipment at its own cost when handing over the project to the first party.
10. The second party agrees to provide training to the officers of the first party at the expense of the second party.
11. In relation to the Request for the Proposal submitted by the second party for the multi-species finfish hatchery, if other finfish species are produced in addition to the finfish species mentioned in the technical proposal (Annexure 03), the second party agrees that a written consent must be obtained. From the first party.
12. The second party agrees to maintain the multi-species brackish water fin fish breeding center premises or the machine equipment and accessories installed in the premises in optimal condition from the date of entering into this agreement.
13. The second party acknowledges that the first party has a right to recover assessed compensation from the second party in respect of any loss or damage to the premises belonging to the first party and to the machinery, fixtures and fittings belonging to the said premises due to the fault or negligence of any act or omission of the second party or any person or persons acting on behalf of the second party.
14. If any alteration or improvement is made to the premises with the consent of the First Party, such alteration or improvement shall become the property of the First Party and the both parties agree that the First Party shall be liable to pay or reimburse any charge in respect of such alteration or improvement.
15. The second party agrees to fulfill all obligations arising from the service of the employees of the enterprise during the period of implementation of the project.
16. It is agreed to pay a monthly rental in monthly installments within the first 10 days of each month as per the Financial Proposal (Annexure 04) of the Request for Proposal. However, the second party agrees to pay to the first party the monthly assessment fee assessed for the project by the government assessor or the higher of the above amount.

17. The second party agrees to hold a half-yearly progress meeting before a committee proposed by the first party every 06 months from the date of commencement of the project to the date of completion.
18. The second party agrees to pay all electricity bills, water bills or other bills related to the project from the date of commencement of the project.
19. It is agreed by both parties that the chairman of the first party shall appoint a committee to inspect the project Centre once a year and report the progress of the project. The progress of the committee is directed to evaluate whether the production is done according to the production plan proposed in the technical proposal (Annexure 03) submitted with the RFP for the first 05 years.
20. If any of the parties to the agreement is unable to fulfill any of the obligations under this agreement due to the legal regulations of Sri Lanka, the parties shall give written notice to the other party about the event. The first party and the second party agree that the agreement will be suspended only if it can be accepted after reaching an agreement as long as the inability continues.
21. Any amendment, modification or addition to the Agreement shall be valid and effective only if it is in writing signed by the parties. And both parties agree that such amendment, modification or addition shall be considered a part of this Agreement.
22. The law of the Democratic Socialist Republic of Sri Lanka shall govern the valid performance and enforcement of the Agreement.
23. (A) If in any way one of the parties or the terms to be performed by its party to the agreement cannot be performed due to any reason beyond its control i.e. due to "unavoidable causes" or due to the laws or regulations in force in Sri Lanka, the said matter shall The other parties must be notified within a period of 14 days and accordingly the parties agree that the execution of the agreement will be suspended only if it is acceptable after reaching an agreement as long as the said unavoidable reason exists.

Accordingly, the parties agree that if a party incurs any loss or damage due to delays caused by "unavoidable causes", a cause beyond the control mentioned in (B) "A" above, the said damage or loss cannot be recovered from the other party.

24. Neither party shall be liable to the other party for any delay arising out of any loss or damage caused to the other party as a result of any event mentioned in 23 above.
25. The second party agrees to provide the first party with an audited audit report for each year by an audit firm under a registered chartered accountant of the chartered accountancy firm.

26. Both parties agree that this agreement shall terminate immediately if the second party violates any of the terms of this agreement.
27. Any dispute arising out of or in connection with this Agreement shall be referred in the first instance to a Dispute Resolution Board and if such dispute cannot be resolved, arbitration shall be in accordance with the Arbitration Act No. 11 of 1995 or its amendments. Both parties agree that the final settlement can be done by
28. The first party and the second party agree to act according to the regulations made according to the Acts related to the implementation of the multi-species brackiswater fin fish breeding center of the Ministry of Fisheries.

And in order to properly fulfill the above promises, this further promise is made in place of the above-mentioned first party and the second party and on behalf of the heirs, legatees, administrators, and powerful beneficiaries of the said two parties.

First Party

1.

Second Party

.....

2.

Evidence:

1. Signature :
 Name :
 Designation :
 Address :

2. Signature :
 Name :
 Designation :
 Address :

