



**GOVERNMENT OF TAMIL NADU**

**Request for Proposal for Consultancy services for conducting detailed surveys, mapping, Mapping of existing structures, Investigation and model studies for preparing Techno-Economic Feasibility Report and Detailed Project Report for Construction of a Fishing Harbour at Uvari in Tirunelveli District**

**LUMP SUM**

**LEAST COST BASED SELECTION**

**FISHERIES AND FISHERMAN WELFARE DEPARTMENT,  
ANIMAL HUSBANDRY AND FISHERIES INTEGRATED OFFICE BUILDING,  
CHENNAI – 600 035.**

Consultant

Chief Engineer,  
Fisheries and Fishermen  
Welfare Department,  
Chennai-35

## **LETTER OF INVITATION**

Dear Sirs,

**Subject:** Consultancy services for Conducting detailed surveys, mapping, Mapping of existing Infrastructures, investigations and model studies for preparing Techno-Economic Feasibility Report and Detailed Project Report for establishing an **"Construction of a Fishing Harbour at Uvari in Tirunelveli District"**-reg

1. You are hereby invited to submit technical and financial proposals for Consultancy services for Conducting detailed surveys, mapping, Mapping of existing Infrastructures, investigations and model studies for preparing Techno- Economic Feasibility Report and Detailed Project Report for establishing an "Construction of a Fishing Harbour at Uvari in Tirunelveli District" which could form the basis for future negotiations and ultimately a contract between your firm and Department of Fisheries.
2. The purpose of this assignment is clearly explained in the enclosed Terms of Reference (ToR)
3. A firm will be selected under Least Cost Selection (LCS) procedures described in this RFP and in accordance with the procurement guidelines of the TAMIL NADU TRANSPARENCY IN TENDERS ACT, 1998 and RULES 2000.
4. The following documents are enclosed to enable you to submit your proposal:
  - a) Terms of reference (TOR) (Annexure 1);
  - b) Pre-qualification Criteria (Annexure 2);
  - c) Supplementary information for consultants, including a suggested format of curriculum vitae (Annexure- 3);
  - d) A Sample Form of Contract for Consultants' Services under which the services will be performed (Annexure 4); and
  - (e) Model format for Bank Guarantee (Annexure 5);
5. A pre-bid meeting open to all prospective consultants will be held **on 06.05.2022@ 11.00 am** hrs in the O/o. the Chief Engineer, FHPC, Integrated Office Complex, Animal Husbandry & Fisheries Department, 571, Anna Salai, Nandanam, Chennai-35. The prospective consultant will have an opportunity to obtain clarification regarding the scope of the work, terms of reference, contract conditions and any other pertinent information.

The Clarification/Amendments if any in the Pre – Bid meeting will be published in the Government Web site [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in).

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In order to obtain first hand information on the assignment and the local conditions, it is considered desirable that a representative of your firm visit the project sites and to office of "The Chief Engineer, FHPC, Integrated Office Complex, Animal Husbandry & Fisheries Department, 571, Anna Salai, Nandanam, Chennai-35, Phone No:044-24331706 Email:[cefhpc.tn@gmail.com](mailto:cefhpc.tn@gmail.com) before the proposal is submitted. Please ensure that advance intimation regarding your visit is sent to enable to make appropriate arrangements.

## **6. The Submission of Proposals:**

- 6.1 The consultant can participate in all the work called for in this notice. .
- 6.2 The proposals addressed to the Chief Engineer, FHPC, Integrated Office Complex, Animal Husbandry & Fisheries Department, 571, Anna Salai, Nandanam, Chennai-35, shall be submitted in three parts, viz., Pre-qualification, Technical and Financial and should follow the form given in the "Supplementary Information for Consultants."
- 6.3 The "Pre-qualification", "Technical" and "Financial" proposals must be submitted in three separate sealed envelopes (with respective marking in bold letters) following the formats/schedules given in the Pre-qualification for consultants (Annexure-2), supplementary information for consultants (Annexure-3). The first envelope marked "Pre-qualification criteria" in one separate cover, viz., Cover-1 must be sealed and initialed twice across the seal. This cover should contain the **EMD of Rs 1,00,000/-** in the form of DD to be taken in the name of Executive Engineer, Fishing Harbour Project Division, **Thoothukudi**. The Earnest Money Deposit of unsuccessful consulting firms will be returned within 45 days after award of contract.
- 6.4 The second envelope, viz., Cover-2 marked "Technical proposal for the captioned project" must also be sealed and initialed twice across the seal and should contain information required in Annexure 3 viz., supplementary information for consultants.
- 6.5 The first and second envelopes should not contain any cost information whatsoever. The third envelope viz., Cover-3 marked "Financial Proposal for the captioned project" must also be sealed and initialed twice across the seal and should contain the detailed price offer for the consultancy services.

You will provide detailed breakdown of costs and fees in the form of cost estimate of services.

The sealed envelopes Cover 1, Cover 2 and Cover3 should again be placed in a separate sealed in one cover, which shall be clearly marked with the name of the assignment and received in the office of the Chief Engineer, FHPC, Integrated Office Complex, Animal Husbandry & Fisheries Department, 571, Anna Salai, Nandanam, Chennai-35, **up to 15.00 hours on 13.05.2022**

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If the cover of proposals is not marked with the name of the assignment indicating the bid submission date and time, the cover will not be opened and returned to the consultant unopened treating as "Not Qualified".

## 6.6 **Opening of proposal**

The proposals {first envelope (cover 1) containing pre-qualification criteria only} will be opened by Chief Engineer, FHPC **at 15.30 hours on 13.05.2022** in the office of the Chief Engineer, FHPC, Integrated Office Complex, Animal Husbandry & Fisheries Department, 571, Anna Salai, Nandanam, Chennai-35. It may please be noted that the second envelope containing the technical proposal will not be opened until pre-qualification criteria is evaluated, and detailed price offer will not be opened until technical evaluation has been completed and the result approved and notified to all consultants.

## 7. **Evaluation**

### 7.1 **A three-stage procedure will be adopted in evaluating the proposals:**

- i) a pre qualification of consultants will be verified, which will be carried out prior to opening of technical proposal (as per Annexure 2)
- ii) a technical evaluation, which will be carried out prior to opening any financial proposal;
- iii) a Financial Evaluation.

### 7.2 **Pre-qualification**

Firms who have the following qualifications may submit the proposal –

(i) Consultants who have completed at least two similar assignments including Environment/ CRZ clearances for two projects. (Ports, Fisheries & Harbour Sector) in the last 5 years. It should be noted that ***"assignment along with client certificate will only be considered for evaluation"***.

(ii) Average annual turnover of Rs.120 lakhs for the last three years 2014-15, 2015-16, 2016-17 (Annual Turnover will be reckoned from the balance sheet for the last three years audited by Chartered Accountant. Hence the Consultants are requested to enclose the certified copy of the balance sheet, profit and loss a/c statement and the proof of evidence for the payment of Income Tax related to the respective balance sheet).

(iii) Covers without EMD will be treated as not pre-qualified.

Eligible firm's proposals will only be considered for technical and financial evaluation. The technical and price envelopes of others will not be considered and returned unopened after completing the selection process. Joint venture/ associations are permitted.

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### 7.3 **Technical Proposal**

The Technical Proposal should accompany the supplementary information in Annexure-3.

The evaluation committee appointed by the Department of Fisheries will carry out its evaluation of qualified firms' technical proposal applying the evaluation criteria and point system specified below. Each responsive proposal will be attributed a technical score.

- (i) The quality of the methodology proposed (25 points); and
- (ii) The qualifications of key staff proposed for the assignment (75 points)

Curriculum vitae of senior personnel in each discipline for assessing the qualifications and experience of the personnel proposed to be deployed for the studies should be included with the proposal (in the format of the sample curriculum vitae). These personnel will be rated in accordance with:

<b>S.No</b>	<b>Key Professionals</b>	<b>Marks</b>
1	Team Leader cum Harbour Engineer - 1 No	20
2	Quantity Surveyor – 1 No.	10
3	Geo Technical Surveyor – 1 No.	6
4	Infrastructure Specialist – 1 No.	11
5	EIA Consultant – 1 No.	18
6	Bathymetric Survey Engineer – 1 No.	10
<b>Total</b>		<b>75</b>

For key personnel from S.No.1 to 7, the following parameters will be considered.

- (i) General qualifications - (30%)
- (ii) Adequacy for the project (suitability to perform the duties for this assignment. These include education and training, length of experience on fields similar to those required as per terms of reference, type of positions held, time spent with the firm etc) based on the CV as in Form F-5 : (70%)

The Team Leader proposed shall be full time for this assignment only. In case, the proposed Team Leader is already assigned to any other full time assignment associated with the client, the evaluation marks for the Team Leader will considered as zero.

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Quality and competence of the consulting service shall be considered as the paramount requirement. Technical proposals scoring not less than 80% of the total points will only be considered for financial evaluation. The price envelopes of others will not be considered and returned unopened after completing the selection process. The client shall notify the consultants, results of the technical evaluation and invite those who have secured the minimum qualifying mark for opening of the financial proposals indicating the date and time.

#### **7.4 Financial Proposal**

##### **7.4.1 Opening:**

The financial proposal shall be opened in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores and the proposed prices shall be read out and recorded. The Department of Fisheries shall prepare minutes of bid opening.

The financial proposal should include the schedule of price bid in Form F-6 with cost break up for the work programme indicated in Form F-7.

**7.4.2 Evaluation:** The evaluation committee will determine if the Financial Proposals are complete and without computational errors. The evaluation excludes taxes. The consultants are ranked as L1, L2, L3 and so on in an ascending order of evaluated value.

**7.4.3** The evaluation committee will determine if the financial proposals are complete and without computational errors. The Department of Fisheries will select the lowest proposal ['evaluated' price] among those that passed the minimum technical score and invite them for negotiations. The lowest will be invited for negotiations.

#### **8. Negotiations**

**8.1** Prior to the expiration period of proposal validity, the Department of Fisheries will notify the successful Consultant whose evaluated price is ranked as L1, in writing by registered letter, Fax, E-mail and invite them to negotiate the Contract value.

**8.2** Negotiations will commence with a discussion of the technical proposal, the proposed methodology (work plan), costing, staffing and any suggestions made to improve the TORs. Agreement must then be reached on the final TORs, the staffing and staff months, logistics and reporting.

**8.3** Changes agreed upon will then be reflected in the draft contract, using proposed rates **(after negotiation of the rates)**.

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- 8.4 The negotiations will be concluded with a review of the draft form of Contract. The Department of Fisheries and the Consultant will finalize the contract to conclude negotiations.
- 8.5 The Contract will be awarded after successful negotiations, with the selected Consultant. If negotiations fail, the Department of Fisheries will invite the Consultant whose evaluated price is next higher to L1 and ranked as L2 for Contract negotiations. If negotiation with L2 fails the above process will continue with L3, L4 and so on. Upon successful completion, the Department of Fisheries will promptly inform the other Consultants that their proposals have not been selected.

9. **Fraud and Corrupt Practices:**

- 9.1 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Department of Fisheries shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Department of Fisheries shall forfeit and appropriate the EMD/Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Department of Fisheries towards, inter alia, the time, cost and effort of the Department of Fisheries, without prejudice to the Department of Fisheries any other rights or remedy hereunder or in law.
10. Please note that the Department of Fisheries is not bound to select any of the firms submitting proposals. Further, as quality is the principal selection criterion, the Department of Fisheries does not bind itself in any way to select the firm offering the lowest price.
11. It is estimated that about **9 months** for Rapid EIA (REIA) clearance of services will be required for the study and generally you should base your financial proposal on this figure. However, you should feel free to submit your proposal on the basis of man-months considered necessary by you to undertake the assignment.
12. You are requested to hold your proposal valid for 120 days from the date of submission without changing the personnel proposed for the assignment and your proposed price. The Department of Fisheries will make its best efforts to select a consultant firm within this period.

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13. Please note that the cost of preparing a proposal and of negotiating a contract including visits to Department of Fisheries, if any is not reimbursable as a direct cost of the assignment.
14. Assuming that the contract can be satisfactorily concluded in February 2022, you will be expected to take-up / commence with the assignment in February 2022.
- Mar  
15. The successful bidder will be invited for signing agreement. The bidder is requested to furnish a performance Security at the rate of 2% of the finalized agreement value in the form of Irrevocable Bank Guarantee/ DD/ Term Deposit from any one of the Nationalized Bank in India taken in favour of the Executive Engineer, Fishing Harbour Project Division, **Thoothukudi** valid for a period of **12 months**. The same will be released on successful completion of all the works satisfactorily. The validity of performance security will be extended according to the extension of contract period as per the agreement executed.
16. The Earnest Money Deposit of the successful Tenderer will be discharged when the Tenderer furnishes the required Performance Security and signs the Agreement.
17. The Earnest Money Deposit may be forfeited
  - If the consulting firm withdraws the tender after Tender opening during the period of validity of the tender.
  - If the consulting firm withdraws the Tender after the issue of letter of acceptance of his Tender.
  - In the case of a successful consulting firm, if the consulting firm fails within the specified time limit to:
    - a. furnish the required performance security or
    - b. sign the Agreement
    - c. accept the Letter of Intent
  - If the consulting firm has furnished incorrect information on qualification and experience.
18. Please note that the fee which you receive from the contract will be subject to normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard if required.
19. Please note that mobilization advance/Advance Payment will not be given to the Consultant.
20. Please note that if you consider that your firm does not have all the expertise for the assignment, there is no objection to your firm associating with another firm to enable a full range of expertise to be presented. The request for a joint venture should be accompanied with full details of the proposed association and confirming joint and several liabilities. Such joint ventures is allowed upto 3 nos.

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21. Please note that the remuneration which you receive from the contract will be subject to normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard if required.
24. All documents relating to the Bid and all communications in connection with the Bid shall be in English language. All the pages should be serially numbered and signed by the Consultants.
25. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Chennai.

Enclosures:

1. Terms of Reference.
2. Supplementary Information to Consultants.
3. Draft contract under which service will be performed.

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## **Annexure - 1**

**TERMS OF REFERENCE FOR PREPARING DETAILED PROJECT REPORT** Consultancy services for conducting detailed surveys, Mapping of existing structures, Investigation and model studies for preparing Techno-Economic Feasibility Report and Detailed Project Report for **construction of a Fishing Harbour at Uvari in Tirunelveli District**

### **1. Background:**

Fishing sector playing a very important role in improving the socio economic condition of the people in coastal areas in Tamilnadu. There are six Fishing Harbours available in Tamilnadu state. They are 1. Chennai, 2. Cuddalore, 3. Thengapattinam, 4. Chinnamuttom, 5. Muttom, 6. Colachel, 7. Poompuhar, and 8. Mokkaiyur.

Fisheries Sector plays an important role in improving the socio economic status of over 14 million fisher folks in the country, whose livelihood is dependent on fishing and allied activities. This is emerging as a viable sector contributing towards employment generation in fishing and allied activities. It also plays a major role in raising nutrition levels by contributing food supply throughout the world.

Tirunelveli District with a coastal length of 49 km and has 7 Fishing Villages located all along the coast. The Uvari Fishing Village in Tisayanvilai Taluk in Tirunelveli District is situated in the latitude of 8°16'30.41"N and 77°53'27.48"E. Uvari is a fishing village having a coastal length of 1300m which is located at a distance of 70 km from Tirunelveli and at a distance of 28 Km from the Koodankulam in Tirunelveli District. The peoples in the Uvari has a main livelihood of fishing and allied fishing activities. There are about 1455 families and total population in the village is 5,505. In Uvari, 176 Out Board Motors are available.

In uvari, the Construction of Fish Landing Facilities at Uvari in Tirunelveli District work was completed at an Estimate cost of Rs.66.70 Crores. In this work, the Northern Break water is constructed for a length of 1230m and the Southern Break Water is Constructed for a length of 380m. 14 short groynes were constructed along the sea shore of Kottappanai Fishing Village. The RMS wall is constructed to a length of 400 Rm.

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## 2. Aims & Objectives:

In Tirunelveli district, Uvari is a Suitable place for converting fish landing centre to Fishing harbour. There are 8 fishing villages in Tirunelveli District and these villages will be benefitted by constructing the Fishing Harbour at Uvari. The village People demands for the Fishing Harbour as represented by the fishermen, the fishing harbour at Uvari are found essential for their livelihood and safe berthing of fishing boats and their continuous development in the District. The Facilities available in Uvari Fish Landing Centre are inadequate and with the limited facilities available, the fishermen found many difficulties to unload the catches in time and also to load the materials required for fishing. Hence to extract the maximum available fisheries resources, Department of Fisheries intends to Construct Fishing Harbour in Uvari at Tirunelveli District. This initiative will modernize the fish landing facilities to improve the hygiene and sanitation standards in the harbour and develop a fully integrated fishing harbour with all modern amenities like ice plant, cold storage, modern auction hall, net mending shed etc. This would help in maintaining sea food export quality as per the international quality requirements and food safety standards. In this regard, Department of Fisheries intends to appoint consultant for preparing Detailed Project Report including the required technical studies and clearances viz. Rapid EIA study, CRZ clearance etc, preparation of bid documents and assisting the client in the evaluation process of tenders both Technical as well as Financial.

Preparation of Detailed Project Report including the required studies like EIA, Topography survey and Hydrograph survey, Tide & directional current measurements etc., (more fully explained in the detailed scope of work) and obtaining clearances viz., CRZ clearance etc. for the Construction of Fishing Harbour at Uvari in Tirunelveli District with the following provision.

- Construction of Main Breakwater to required length.
- Construction of Leeward Breakwater to required length.
- Construction of Diaphragm wall/suitable berthing structure
- Dredging the fishing harbour to the required depth if needed.

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- Providing landside facilities such as Fish Auction Hall, Net Mending shed, Drying yard, Concrete Road, toilet Block, Compound wall, Water supply, Electrical arrangements. Anti sea erosion works if necessary, STP arrangements etc.,
- Constructing the fish processing park including Pre Processing, Chill Storages, Chilling Facility, Processing, Freezing, Frozen Storages, Ice Units, Water Treatment Plant, ETP, Laboratory, Display Units or In house Retail Outlets, Value added product units, By Product Units etc.,

### **3. Detailed Scope of work:**

The scope of work of the consultant includes but is not limited to-

1. Identifying the land in consultation with the Assistant Director of Fisheries concerned and estimate the land requirement.
2. Conducting required technical model (Numerical and Physical model studies) studies which includes suggestion of the best technology and environmentally friendly in the aforesaid construction works.
3. The consultant shall also prepare layout for suitable main breakwater, leeward breakwater and infrastructure facilities not limited to the following such as berthing facilities, shore facilities, foot paths, marketing facilities, road facilities, lighting facilities, onward & backward transportation facilities and other associated facilities needed for the proposed Fishing Harbour.
4. The consultant shall account the existing infrastructures / on going projects while preparing the DPR.
5. The consultant shall study the suitable approach, internal roads and parking facilities required in the project area.
6. Preparation of detailed Engineering design and drawing and furnishing the required working drawings, fit for execution.
7. Preparation of Detailed Project Report (DPR) including cost estimate, BOQ etc., and Techno-Economical Feasibility Report (TEFR).

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8. The consultant shall analyze and suggest the Environmental, Health, and Safety aspects for the proposed Fish Landing Centre.
9. To conduct required Topographic survey, Hydrographic surveys (50m x 50m grid), geotechnical surveys, tide and directional current measurements, seabed Investigations etc., as per the applicable codes separately at project site.
  - 9.1. Tide & directional current measurements shall be undertaken continuously for minimum of 15 days (for one cycle) at a recording interval of 10 minutes, at one location each.
  - 9.2. Four Geotechnical investigation shall be undertaken each on land and on sea side at the locations of the proposed structures.
  - 9.3. Mathematical model studies viz., shoreline changes for Fish Landing Centre shall be undertaken.
10. To conduct Rapid EIA Study from QCI/ NABET Accredited firm and presenting before the State and Central Government for getting CRZ clearances. The consultant shall conduct required studies and get CRZ, HTL maps from the authorized agency and prepare report after conducting necessary studies, surveys and maps as per the requirement mentioned in CRZ notification 2011 and obtain clearance from District Level, State Level, and MoEF.
11. The consultant shall propose environmental monitoring during construction and post construction period.
12. Preparation of Notice Inviting Tender, Tender Documents, Contract Agreement, legal documents etc.,
13. List of clearances to be obtained from different agencies, Government departments, etc.,
14. To study, analyze and report the court/legal rulings, guidelines, etc., pertaining to the assignment.
15. Assist Department of Fisheries in the bid process till the successful signing of agreement with qualified Tenderer.
16. Obtain clearances from various departments/agencies.

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17. To prepare the necessary set of documents, reports and data required for obtaining Environmental clearance if any required.
18. To make presentations at all levels of the work to various agencies and Government at all times during the assignment period as required.
19. The consultant shall study the Risk analysis and Disaster Management Plan viz., Risk analysis, Personal Protection equipment, Disaster Management Plan, Oil contingency plan, Emergency response procedures etc.,

#### **4. Demand assessment for the Integrated Fishing Harbour:**

Based on the assessment of the traffic of vessels/crafts and demand of the Project, the Consultant shall provide a broad assessment of the need for the project. The Consultant shall also provide sensitivity analysis due to change in assumption of projections.

#### **5. Sizing the Proposed Fishing Harbour:**

The consultant should bear in mind that proposed Fishing Harbour should not be primarily around a specific fishing vessel characteristics and performance since it should be an expensive one. The idea of constructing the proposed Fishing Harbour shall include assisting the indigenous fleets for exploiting its available marine resources.

- a) In order to plan and design the Integrated Fishing Harbour that is commensurate with the targeted resources, the plan shall include
  - The type of resources and catch potential of the fish stocks that have to be exploited (stocks could be seasonal)
  - Advice regarding the latest and most accurate biological statistical data available (data of proven resources taken from actual landings by existing fleet) and fisheries management forecasts.
  - Knowledge of the size, composition and performance of the existing fleet and fisheries management development plans.
- b) Comprehensive Traffic survey and forecast the projections with reference to the present and future traffic to be handled in the Fishing landing centre with specific reference to the products.

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- c) The sizes and types of vessels should be critically identified and specified for all types.
- d) For Breakwater structure namely rubble mound type considering suitable Armour unit, vertical caisson types, wide berm types and composite types with permissible top levels.
- e) Apart from CRZ and EC clearances, the consultants shall assist the Department of Fisheries in clearances / permissions, etc., from various departments of GoTN and GoI by providing required set of data.
- f) The consultant shall study Risk Analysis and Disaster Management Plan namely
  - (a) Risk Analysis
  - (b) Personal protection equipment
  - (c) Disaster Management Plan
  - (d) Oil contingency plan
  - (e) Emergency response procedures
  - (f) The consultant shall study the natural resource conservation and optimization namely,  
Plan of action for conservation of natural resources such as utilization of fly ash and other suitable waste materials available for the reconstruction of the project.
  - (g) Water conservation measures shall be addressed.
  - (h) Shall draw up Energy efficiency measures in the project.
- g) Detailed financial analysis is required to be undertaken by the Consultant. However, the Consultant shall provide the estimated reconstruction costs, operation and maintenance costs, traffic forecast, revenues etc., as part of its financial analysis and appraisal of the Project. The Consultant shall, also provide a assessment of the financial viability of the Project with a view to estimating the likely Internal Rate of Return (IRR) over a concession period of 10 (ten) years, 20 (twenty) years and 30 (thirty) years respectively. In determining its aforesaid strategy, the Consultant shall also seek the advice of the Authority.
- h) The consultant shall also co-ordinate with the Authority / other consultant for arriving at the revenue and tariff for the project facilities and services in line as per existing guide lines for Fish landing facilities.

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- i) The consultant shall give a detailed plan with data on the existing socio-economic status of the population in the study area and broad plan for resettlement of the displaced population, site for relocation colony, alternative livelihood concerns/employment and rehabilitation of the displaced people, civil and housing amenities being offered etc and the schedule of the implementation of the project specific Plan. Details of provisions (capital & recurring) for the project.

## **6. Other Assessments and Reporting:**

- a) The consultations and outcome of public consultation shall be documented and included as part of the report.
- b) The regulatory requirement and permissions required from other departments / agencies shall be listed along with the responsibility and time frame.
- c) The excavation shall be quantified, the management measures at the place of work and disposal arrangement during the reconstruction and disposal of debris / silt during maintenance shall be clearly addressed in the EMP, and provision required in the bid document shall be provided for such disposal.
- d) Schedule for utility shifting shall be prepared and temporary arrangements to be identified, signboards to mark the utility also to be suggested.
- e) Cost estimates and BOQ: Cost estimates for EMP shall be prepared and included in the project cost and necessary BOQ shall be identified for inclusion in the bid document to ensure implementation of EMP.
- f) Consultant to conduct necessary field studies and topographical survey. The surveys conducted shall be submitted in the form of legible maps in A0 plot. The map shall be prepared on an AutoCAD format covering all the salient details like, existing condition, water bodies, drainage systems, water storage facilities, type of road surface, existing infrastructure facilities, landmarks, and latitude & longitudes and availability of public lands, etc.,
- g) Consultant to suggest suitable materials for the construction with cost benefit analysis.
- h) Prepare detailed cost estimates based on item rate basis using the latest schedule of rates / market rates as appropriate. Assist the Fisheries Department in getting administrative / technical sanction for the scheme from competent authorities. There should not be any lump sum items in the bill of

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quantities. For items not covered under schedule of rates, market rates to be assessed.

- i) Prepare suitable procurement plan, tender documents based on priority, project implementation schedule for execution and contract packaging plans including phasing.
- j) Review existing arrangements for maintenance, the institutional arrangements and capacities and gaps, assess O&M costs – recurring and additional for the proposed investments; based on which prepare Maintenance Management Plan, including future renewal plans, strategies to meet O&M costs, institutional authority and scope of works falling under that authority, institutional strengthening measures including possible outsourcing activities.
- k) The various costs, such as cost of advertisements for publishing RFP, statutory payments etc., shall be met out by the Department of Fisheries, in addition to the cost of consultancy fees.

## **7. Study Area:**

The study area in this assignment is Uvari Fishing Village in Tirunelveli District. Coast line changes that may occur after the construction in these villages should be taken care.

## **8. Data inputs by client:**

Land details with the local body and enter upon permission to the consultant shall be facilitated by the Fisheries Department after issue of Letter of Acceptance (LoA).

## **9. Output and Payment Schedule:**

The total duration of the project will be **9 months** and the schedule of outputs and payments is as follows –

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<b>S. No</b>	<b>Report</b>	<b>Outputs required</b>	<b>Time to be taken</b>	<b>Related Payments</b>
1	Inception Report	Identification of various alternative layouts and onshore components for discussions including Description of Project area, reconnaissance of environmental and social components and issues within 10 km radius of the project area.	30 days from the date of LOA	10%
2	Feasibility Report	<p>The Feasibility Report should include the proposed project information, surveys and investigations, Project activities and infrastructure development, conceptual engineering etc.,</p> <ol style="list-style-type: none"> <li>1. Project information includes existing infrastructure in project site, environmental and social screening of the project area as per the norms of MoEF.</li> <li>2. Surveys and investigations details includes Topographic survey including layout for land use and hydrographic survey details, bathymetry details, meteorological details, tide recording details, geotechnical details, subsoil details, model, numerical and wave flume computerized details, littoral drift assessment details, traffic analysis layout of Fishing Harbour with all components etc.,</li> <li>3. Project activities and infrastructure development includes Breakwater and other infrastructure proposed in the study.</li> <li>4. Conceptual Engineering and architectural design of various interventions recommended for the development and maintenance of proposed activities and infrastructure and techno-commercial viability of the project.</li> </ol>	60 days from the date of approval of Inception report	20%

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3	Draft Final Report	Draft Final Report shall include draft Techno-commercial Report with draft designs, drawings and draft BOQs.	45 days from the date of Feasibility report.	20%
4	Submission of Draft Rapid EIA report along with CRZ application with HTL mapping.	Preparation of draft Rapid EIA report and submission of CRZ application by proponent (Details listed in CRZ Notification 2011) for scrutiny to SCZMA/MOEF.	45 days on approval of Draft EIA	20%
5	Final DPR & Submission of final Rapid EIA & CRZ proposal.	<p>a) Detailed designs, working drawings, final BOQs etc., and submission of final Rapid EIA and CRZ application by the proponent after improving EIA/ EMP and submission of same to SCZMA/ MoEF.</p> <p>b) Obtaining Environmental clearance from SEIAA/MOEF and CRZ clearance from CZMA/MOEF for project and addressing any reservation if any and then submitting the Final Detailed designs, Working drawings, final BOQs, Social Assessment Reports.</p>	<p>30 days from the date of submission of Draft EIA &amp; CRZ reports.</p> <p>45 days from the approval of Draft final report and Submission of final EIA &amp; CRZ clearance</p>	15%
6	Tender and contract documents	<p>Tender and Contract Documents, Operations and Maintenance Manual, Health and Safety Manual.</p> <p>If there are any reservation from MOEF. Changes applicable shall be made accordingly in the final designs, BoQ and Tender Documents.</p>	15 days from the date of clearance from CZMA/MOEF and Acceptance by Dept. of Fisheries within 15days.	15%
7	Project Monitoring Consultancy Services		24 months	100 %

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<b>Mile Stone Nos. (1)</b>	<b>Physical Work to be completed (2)</b>
1 <sup>st</sup> Mile Stone (1 <sup>st</sup> month to 4 <sup>th</sup> month)	10 %
2 <sup>nd</sup> Mile Stone (5 <sup>th</sup> month to 8 <sup>th</sup> month)	20 %
3 <sup>rd</sup> Mile Stone (9 <sup>th</sup> month to 12 <sup>th</sup> month)	20 %
4 <sup>th</sup> Mile Stone (13 <sup>th</sup> month to 16 <sup>th</sup> month)	20 %
5 <sup>th</sup> Mile Stone (17 <sup>th</sup> month to 20 <sup>th</sup> month)	15 %
6 <sup>th</sup> Mile Stone (21 <sup>st</sup> month to 24 <sup>th</sup> month )	15 %
	The work should be completed in all respects

The Liquidity damages for the whole of the works are Rs.4000/- per day (ie., 0.05%) and that for the milestones are as under.

1) Milestone I the date of Start :

Value of work to be completed : Rs.8.00 Lakh

2) Milestone II the end of 1<sup>st</sup> Mile Stone :

Value of work to be completed : Rs. 16.00 Lakh.

3) Milestone III the end of 2<sup>nd</sup> Mile Stone :

Value of work to be completed : Rs. 16.00 Lakh.

4) Milestone III the end of 3<sup>rd</sup> Mile Stone :

Value of work to be completed : Rs. 16.00 Lakh.

5) Milestone III the end of 4<sup>th</sup> Mile Stone :

Value of work to be completed : Rs. 12.00 Lakh.

6) Milestone III the end of 5<sup>th</sup> Mile Stone :

Value of work to be completed : Rs. 12.00 Lakh.

**For whole of the works : Completion of the entire specified works (24 Months) (including Monsoon Period)**

- The consultant shall submit six copies of final reports along with soft copy (MS word, Excel, AutoCAD, GIS, PDF, others) of the report for review. All the pages in reports shall be printed in duplex mode except for A3 pages.
- All plans and detailed drawings shall be in A0 size.
- In addition to the 6 copies of all the reports to be submitted to DoF, Copies of duly filled Form 1 and other documents as required with all annexure as required by SEIAA/SCZMA/MoEF shall also be submitted to DoF. The cost for these shall be borne by the consultants.

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- All raw data /final report shall be submitted in Soft / Hard copies. The consultants shall prepare/submit all sets of necessary reports, documents, drawings and other details as required by SEIAA/ SCZMA/ MoEF for obtaining Environmental Clearances and Coastal Regulation Zone Clearances. The cost for these shall be borne by the consultants.

#### **10. Proposal Methodology:**

The consultant shall furnish the technical approach methodology, innovative suggestions and work plan.

#### **11. Key professionals:**

1. Team Leader cum Harbour Engineer – A Post Graduate in Harbour Engineering / a graduate in Civil Engineering with Master degree in the related field of Harbours/Fisheries sector with about 10 years of experience in preparing DPR, Techno Feasibility studies in Harbours, Ports and other related studies in similar sector.
2. Quantity Surveyor – A graduate in Civil Engineering with 5 years experience in Port/Harbour/Fishing Sector related projects as 'Quantity Surveyor.
3. Geo-Technical Engineer - A Graduate in Geo-Technology with 5 years experience in Port/Harbour/Fishing Sector related projects.
4. Financial Advisor: A Post Graduate in MBA, with 3years experience in finalizing similar projects in preparing TEFR.
5. Infrastructure Specialist – A Post Graduate in structural engineering having at least 5 years experience in similar projects.
6. EIA consultants - The concerned consultants shall have minimum 5 years experience in studying EIA for Harbour/Ports/Fishing Sector and that the EIA coordinator who has already been accredited with Quality council of India and his name should be in the current list. Under sector 33 for getting EC Clearances. The firm should have their own NABL/MoEF Accredited laboratory for conducting baseline studies or shall have a tie up with an NABL/MoEF approved Laboratory. Copy of the agreement details between consultant and the accredited laboratory should be furnished along

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with the bid submission with an undertaking that the samples will be analysed in the approved Laboratory for this project as per MoEF guidelines.

7. Bathymetric Survey Engineer – A Graduate in Civil/Instrumentation Coastal Engineering having at least 5 years experience in survey related activities in Ports/Harbour/Fishing Sector and related projects.

The above team should be supported by adequate support staff from Materials, CADD, Contract Specialist, Financial Specialist, Environmental / Social specialists etc as required with adequate experience to ensure that the objectives of the project are achieved within the time lines. The proposed team leader shall be assigned full-time for this project and shall not be associated with any other full-time ongoing assignment with the Department of Fisheries.

The consultants shall not include any full-time key personnel who is already assigned in ongoing assignments or proposed to bid assignments with Department of Fisheries / other related entities and DoF, if included the marks for that key personnel will be evaluated as zero.

**12. Review Committee:** A committee will be formed to review the reports submitted by the consultant. The committee may consist of -

- a) Representative from Department of Fisheries and Fishermen Welfare Department
- b) Representative from Chief Engineer, FHPC, Chennai
- c) Executive Engineer, FHPD, Thoothukudi
- d) Any other expert as desired by Department of Fisheries and Fishermen Welfare Department.

The review committee will review the reports and the progress of the work. The consultants follow up actions on the decision / suggestion works will be reviewed in the next meeting. The comments or views on the various reports shall be given to the consultant within a reasonable time.

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### **13. Construction supervision**

1. Supervision during the entire period of construction of the project for a period of **24** months from the date of commencement of the project by deploying minimum two qualified Engineers with a qualification of graduate in civil engineering with five years experience who shall supervise, clarify the queries during the construction with reference to the Good For Construction drawings already issued to the contractor, check the quality of work / materials brought to site, monitor the progress of the work along with the Dept of Fisheries officials.

Bidders shall quote a lump sum cost for this item of construction supervision. The payments shall be made on pro-rata basis for this item.

2. If the construction work is delayed beyond one year from the date of acceptance of the Tender and contract documents submitted by the consultants, then an escalation of 10 % shall be given approved on the quoted price for every year of delay.

3. If the construction work is delayed beyond the stipulated time period of 24 months, then the man-months shall be paid on pro-rata basis of the lump sum price quoted for two engineers, as per the requirement of Dept of Fisheries.

4. If the construction of the project is not taken up for any reason, the construction supervision clause will not be applicable.

### **14. Performance Security**

1. The Consultant shall furnish a Bank Guarantee amounting to 5% of the negotiated consultancy value inclusive of all taxes, duties, levies in the form specified at the end of the RFP, within 21 days from the date of issue of LoI. The format is enclosed in Annexure-5.
2. The Department of Fisheries shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of the work assigned in the ToR or the finalized Agreement.

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## **Annexure - 2**

### **PRE - QUALIFICATION CRITERIA FOR CONSULTANTS**

- I. Brief description of organization
- II. Outline of recent experience of assignments :
  - Assignment details
  - Name of the project
  - Name of the owner or sponsoring authority
  - Brief description of assignment
  - Cost of assignment (Fees)
  - Area of developed as part of assignment
- III. Mention the model advised for execution if suggested
- IV. Attach Department certificate for completion of project
  1. Date of commencement
  2. Date of completion
  3. Department certificate attached Yes / No
- V. Annual Turnover of the firm

<b>S. N</b>	<b>Year</b>	<b>Amount in Rs.</b>
1	2018-19	
2	2019-20	
3	2020-21	
	<b>Average</b>	

**The balance Sheet and Profit and Loss A/c statements  
duly certified by a Chartered Accountant should be furnished.**

VI. Contact Person / Details:

Name :  
Phone No:  
email id :

VII. EMD Details:

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### **Annexure - 3**

#### **SUPPLEMENTARY INFORMATION REQUIRED FOR TECHNICAL PROPOSAL**

- (i) A brief description of the firm/organization and an outline of recent experience on assignments/ projects of similar nature executed during the last 5 years in the format given in Form F-2.
- (ii) Any comments or suggestions of the consultant on the Terms of Reference (TOR).
- (iii) A description of the manner in which consultants would plan to execute the work. Work plan time schedule in Form F-3 and approach or methodology proposed for carrying out the required work.
- (iv) The composition of the team of personnel which the consultant would propose to provide and the tasks which would be assigned to each team member in Form F-4.
- (v) Curriculum Vitae of the individual key staff members to be assigned to the work and of the team leader who would be responsible for supervision of the team. The curricula vitae should follow the attached Format (F-5) duly signed by the concerned personnel.
- (vi) The consultant's Work program and time schedule for key personnel in Form No.F-7.
- (vii) Two copies of the technical proposals should be submitted to Chief Engineer, FHPC along with soft copy in CD.

Supplementary information to the consultant.

#### (1) Contract Negotiations

The aim of the negotiation is to reach an agreement on all points with the consultant and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of Consultant's proposal, costing, the proposed work plan, staffing and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference, the staffing plan and the bar chart, which will indicate personnel, periods in the field and office, man-months, and reporting schedule. Based on these, adjustments necessary will be discussed and agreed. The Contract will be awarded after successful negotiations, with the selected Consultant. If negotiations fail, the Client will invite the Consultants having obtained the second highest score to Contract negotiations.

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- (2) Contracts with Team Members. Firms are advised against making firm financial arrangements with prospective team members prior to negotiations.
- (3) Nomination of Experts

Having selected a firm partly on the basis of an evaluation of personnel presented in the firm's proposal, Chief Engineer, FHPC expects to negotiate a contract on the basis of the experts named in the proposal and, prior to contract negotiations, will require guarantees that these experts shall, in fact, be made available. As the expected date of mobilization is given in the letter inviting proposals, Chief Engineer, FHPC will not consider substitution after contract negotiations, except in cases of unexpected delays on the starting date or incapacity of an expert for reasons of health, or leaving the firm. The desire of a firm to use an expert on another project shall not be accepted for substitution of personnel.

- (4) Terms of Payment

The mode of payments to be made in consideration of the work to be performed by the consultant shall be As per ToR

Note: All payments shall be made on submission of pre-receipted bills by the consultants in quadruplicate for respective stages only after approval of the reports.

- (5) Review of reports

A review committee will review all reports of consultants and suggest any modifications/changes considered necessary within 15 days of receipt. The decision / suggestion carried out will be reviewed in the next meeting.

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**Annexure - 4**  
**Consulting Services**

**Draft Letter of Contract for Small Assignments Carried out by Consultants (only an indicative model)**

Subject: (Name of Assignment) (Name of Consultant)

1. Set out below are the terms and conditions under which (Name of Consultant) has agreed to carry out for (Name of Client) the above mentioned assignment specified in the attached Terms of Reference.
2. For administrative purposes (Name of responsible staff of Client) has been assigned to administer the assignment and to provide [Name of Consultant] with all relevant information needed to carry out the assignment. The services will be required in (Name of Project) for about \_\_\_\_\_ days/months, during the period from \_\_\_\_\_ to \_\_\_\_\_.
3. The (Name of Client) may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such case, every effort will be made to give you, as early as possible, notice of any changes. In the event of termination, the (Name of Consultants) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the [Name of Consultant] will provide the Department of Fisheries with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.
4. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Description of Services.
5. This Contract, its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India.
6. This Contract will become effective upon confirmation of this letter on behalf of (Name of Consultant) and will terminate on \_\_\_\_\_, or such other date as mutually agreed between the Department of Fisheries and the (Name of Consultants) or till the date of completion of the assignment.

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7. Payments for the services will not exceed an total amount of \_\_\_\_\_ Rs.

The Department of Fisheries will pay (Name of Consultant), within 30 days of receipt of invoice after approval of the report, which is as follows:

Amount	Currency
submission and approval of inception report.	
submission and approval of feasibility report.	
submission and approval of draft final report	
submission and approval of draft rapid EIA report	
along with CRZ application with HTL mapping	
submission and approval of draft final DPR &	
submission of final Rapid EIA & CRZ proposal	
submission and approval of Tender and contract	
documents	

The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on [Name of Consultants.]

8. The [Name of Consultants] will be responsible for appropriate insurance coverage. In this regard, the [Name of Consultants] shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultants shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the [Name of Consultants] or its staff. The risks and the coverage shall be as follows:
- a) Third Party liability insurance with a minimum coverage of Value of assignment [cost of assignment quoted by the consultant]
  - b) professional liability insurance, with a minimum coverage of Value of assignment [cost of assignment quoted by the consultant]
  - c) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

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9. The [Name of Consultants] shall indemnify and hold harmless the Department of Fisheries against any and all claims, demands, and/or judgments of any nature brought against the (Name of Borrower) arising out of the services by the [Name of Consultants] under this Contract. The obligation under this paragraph shall survive the termination of this Contract.
10. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
11. On issue of Letter of Award (LoA), an acceptance for LoA shall be sent by consultants within 14 days and subsequently execute agreement with the Department of Fisheries within 21 days from the date of issue of LoA. Failing to do adhere to this, the Department of Fisheries reserves the right to cancel the consultancy work by forfeiting the EMD.
12. The consultants shall mobilize the key personnel as per the schedule of activities indicated in their technical proposal. The consultants shall meet the client with all the key personnel, as a proof of mobilization and commence work within 14 days from the date of receipt of the LoA. Failing to comply with this will be considered as non-mobilization of key personnel and the client reserves the right to cancel the consultancy work.
13. The Consultant shall furnish a Bank Guarantee amounting to 5% of the negotiated consultancy value exclusive of all taxes, duties, levies in the form specified at the end of the RFP, within 21 days from the date of issue of LoI. The format is enclosed in Annexure-4.
14. The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of the work assigned in the ToR or the finalized Agreement.
15. All final plans, drawings, specifications, designs, reports and other documents or software submitted by the [Name of Consultants] in the performance of the Services shall become and remain the [property of the Department of Fisheries. The Consultants may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Department of Fisheries.
16. The Consultant undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Contract, will conduct themselves in a manner consistent herewith.

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17. The Consultant will not assign this Contract or sub-contract or any portion of it without the Client's prior written consent.
18. The [Name of Consultants] shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law of the Department of Fisheries and shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.
19. The [Name of Consultants] also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Contract, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with written permission of the Department of Fisheries.
20. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Chennai.

Place:

Date :

\_\_\_\_\_  
Chief Engineer, FHPC, Chennai-6

**Thiru.**\_\_\_\_\_  
On behalf of Consultant

Consultant

Chief Engineer,  
Fisheries and Fishermen  
Welfare Department,  
Chennai-35

## Annexure - 5

### **BANK GUARANTEE FOR PERFORMANCE SECURITY**

To

The Chief Engineer,  
Fishing Harbour Project Circle,  
Integrated Office Complex,  
Animal Husbandry & Fisheries  
Department, 571, Anna Salai,  
Nandanam, Chennai-35

In consideration of Chief Engineer, FHPC, Department of Fisheries acting on behalf of the Government of Tamil Nadu (hereinafter referred as the "Department of Fisheries", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s ....., having its office at ..... (hereinafter referred as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Department of Fisheries Agreement no. .... dated ..... valued at Rs. .... (Rupees .....), (hereinafter referred to as the "Agreement") Consulting Services for preparation of DPR for the To **Construction of a Fishing Harbour at Uvari in Tirunelveli District** and the Consultant having agreed to furnish a irrevocable Bank Guarantee amounting to Rs. .... (Rupees ..... ) to the Department of Fisheries for performance of the said Agreement. We, ..... (herein after referred to as the "Bank") at the request of the Consultant do hereby undertake to pay to the Department of Fisheries an amount not exceeding Rs. .... (Rupees ..... ) against any loss or damage caused to or suffered or would be caused to or suffered by the Department of Fisheries by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement. We, ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Department of Fisheries stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Department of Fisheries by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....).

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We, ..... (indicate the name of Bank) undertake to pay to the Department of Fisheries any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Consultant shall have no claim against us for making such payment.

We, ..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Department of Fisheries under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Department of Fisheries certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

We, ..... (indicate the name of Bank) further agree with the Department of Fisheries that the Department of Fisheries shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Department of Fisheries against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Department of Fisheries or any indulgence by the Department of Fisheries to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s). We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Department of Fisheries in writing.

For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. \*\*\* \* (Rupees \*\*\*\*\* ) only. The Bank shall be liable to pay the said amount or any part thereof only if the Client serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [\*\*\* (indicate date falling 90 days after the date of this Guarantee)].

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For .....

Name of Bank:

Seal of the Bank:

Dated, the ..... day of ....., 2022

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**FORM F-1**

From

To

-----

-----

-----

Sir:

Hiring of Consultancy services for-----of — — — — Regarding

I/We ----- consultant/ consultancy firm/ organization herewith  
enclose Technical and Financial Proposal for selection of my/our firm as consultant for — —  
— — — —.

We underscore the importance of a free, fair and competitive procurement process  
that precludes fraudulent use. In this respect we have neither offered nor granted, directly  
or indirectly, any inadmissible advantages to any public servants or other persons in  
connection with our bid, nor will we offer or grant any such incentives or conditions in the  
present procurement process, or in the event that we are awarded the contract, in the  
subsequent execution of the contract.

We also underscore the importance of adhering to minimum social standards ("Core  
Labour Standards") in the implementation of the project. We undertake to comply  
with the Core Labour Standards ratified by the country of India.

We will inform our staff about their respective obligations and about their obligation  
to fulfill this declaration of undertaking and to obey the laws of the country of India.

Yours faithfully,

Signature: -----

Full name -----

and address:

(Authorized Representative)

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**FORM F-2****ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS**

1. Brief Description of the Firm/Organization:
2. Outline of recent experience on assignments of similar nature:

<b>S.No.</b>	<b>Name of assignment</b>	<b>Name of project</b>	<b>Owner or sponsoring authority</b>	<b>Cost of assignment</b>	<b>Date of commencement</b>	<b>Date of completion</b>	<b>Was assignment satisfactorily completed</b>
1	2	3	4	5	6	7	8

Note: Please attach certificates from the employer by way of documentary proof. (Issued by the Officer of rank not below the rank of Superintending Engineer or equivalent.)

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**FORM F-3****WORK PLAN TIME SCHEDULE**A. Field Investigation

Sl. No.	Item	Month-wise Program							
		1st	2 <sup>nd</sup>	3rd	4 <sup>th</sup>	5th	6th	7th	8th

B. Compilation and submission of reports

- |    |                  |   |                        |
|----|------------------|---|------------------------|
| 1. | Inception Report | } | As indicated under TOR |
| 2. | .                | } |                        |
| 3. | .                |   |                        |
| 4. | .                |   |                        |
| 4. | Final Report     |   |                        |

## C. A short note on the line of approach and methodology outlining various steps for performing the study.

## D. Comments or suggestions on "Terms of Reference."

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Welfare Department,  
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**FORM NO.F-4****Composition of the Team Personnel and the task which would be assigned to each Team Member**1. Technical/Managerial Staff

S.No.	Name	Position	Task assignment
-------	------	----------	-----------------

2. Support Staff

S.No.	Name	Position	Task assignment
-------	------	----------	-----------------

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**FORM F-5****FORMAT OF CURRICULUM VITAE (CV) FOR  
PROPOSED KEY PROFESSIONAL STAFF**

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

**Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]*

**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing*

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*organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]*

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### **Languages:**

*[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing ]*

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### **Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date: \_\_\_\_\_  
***[Signature of staff member and authorized representative of the Firm]***  
***Day/Month/Year***

**Full name of staff member:** \_\_\_\_\_

**Full name of the authorized representative:** \_\_\_\_\_

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**FORM NO.F-6**  
**SCHEDULE OF PRICE BID**

Total cost

Sl .No	Items Description of work	Amount (Rs.)	
		In Figures	In Words
1	Consultancy services for Conducting detailed surveys, mapping, Mapping of existing structures, Investigation and model studies for preparing Techno-Economic Feasibility Report and Detailed Project Report for Construction of a Fishing Harbour at Uvari in Tirunelveli District.		
2	Cost for construction supervision as per the terms and conditions specified in the tender document		
3	Consultancy Service GST @ .....%		
	<b>Total Cost</b>		

**Signature of Consultant**

**(Authorized representative)**

Note: Departmental Value - Rs.69,00,000/-  
 Gst 18% - Rs.12,42,000/-

**Total - Rs.81,42,000/-**

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**Optional Items:**

**Amount**  
**In figures   In words**

S.No	Description of work	Amount	
		In Figures	In Words
1	Additional cost for undertaking comprehensive - EIA studies, if required		

**Note: This optional item shall not be considered for evaluation and shall be decided on mutually agreed cost.**

**Cost Estimate of Services \***

**Remuneration of Staff**

<b><u>Staff</u></b>	<b><u>Name</u></b>	<b><u>Daily (Monthly) Rate</u></b> <b><u>(in currency)</u></b>	<b><u>Working Days</u></b> <b><u>(Months)</u></b>	<b><u>Total Cost</u></b> <b><u>(in currency)</u></b>
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- a) Team Leader \_\_\_\_\_  
b) " \_\_\_\_\_  
c) " \_\_\_\_\_  
d) \_\_\_\_\_  
e) \_\_\_\_\_

Sub-Total (Staff) \_\_\_\_\_

**Out-of-Pocket Expenses:**

a) Per Diem	Room	Subsistence <u>Cost</u>	Total	Days
		_____	_____	_____

b) Air fare: \_\_\_\_\_

c) Lump Sum Miscellaneous Expenses: \_\_\_\_\_

Sub-Total (Out-of-Pocket) \_\_\_\_\_

Contingency Charges: \_\_\_\_\_

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**TOTAL COST ESTIMATE**

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**FORM F-7****WORK PROGRAM AND TIME SCHEDULE FOR KEY PERSONNEL****MONTHS****Number of months** 1 2 3 4 5 6 7 8 9**Name**      **Position****Total****Reports Due/Activities and Duration**

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Field Full Time \_\_\_\_\_

Part Time

Reports Due \_\_\_\_\_

Activities Duration \_\_\_\_\_

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At the outset, the objectives, scope of the assignment and outline of the tasks to be performed was explained in detail. These are the written queries received from the consultants and the replies are as follows:

S.No	Clause Reference to RFP	Queries	Fisheries Department Reply
1	Annexure-1 ToR, SI.No: 7 - Study Area	Kindly provide the location map and Study area map for each of the location.	Bidder may get the same from O/o The Chief Engineer, Fisheries Department.
2	SI.No: 7 - Key Professionals	We would request Dept. of Fisheries to clarify: <ul style="list-style-type: none"> <li>➤ Is there any restriction in award of number of works to one particular agency, as presently six RFP's have been invited.</li> <li>➤ This needs to be clarified for finalising the engagement of Key personnel's for each of these Six RFP's</li> </ul>	Yes. Each consultant shall be awarded maximum of 2 works.
3	Survey and Investigations, Tide and Current measurements, Model studies and shoreline changes	The studies & components prepared are more or less the same for all the RFP's. This may please be critically reviewed and confirmed, as these are site specific. The time & cost of consultancy studies are fully governed by these surveys & Investigations.	Consultants may do site reconnaissance and understand the specific site conditions at respective locations proposed by the Department. The respective Executive Engineers may be contacted for further assistance if required. Accordingly, the Consultants shall evaluate the proposals and bids submitted.
4	Document Cost, It is mentioned in TN Portal document cost is Rs.16,800/-	We understand that if the Tender document is downloaded from website, the document fee in the form of Demand Draft for Rs.16800/- shall not be required to be submitted alongwith the proposal. In the published RFP, this aspects of document fee is not mentioned anywhere. If this needs to be paid, the mode of payment, beneficiary name	Free if the consultants download from the web site. Document cost shall be applicable if the same is received from Department as hard copy.

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		and payable details may be please confirmed.	
<b>S.No</b>	<b>Clause Reference to RFP</b>	<b>Queries</b>	<b>Reply</b>
5	General, Extension of time for Bid Submission	Considering the COVID 19 pandemic restrictions, working staff attending office, would request Dept. of Fisheries to kindly consider extend the date of submission of proposal by 15 days from the date of issue of pre-bid minutes.	The date of submission extended upto 3.00 pm 22.02. 2022
6	Page 2 - Point 6.5 — Submission of proposal — up to 1500 hrs on 10.02.2022	We request to kindly extend the submission date of the tender document till 28.02.2022.	Replied as per Point No. 5 above.
7	Page No. 18 - Point No. 4 — Key professionals	As there are multiple projects for which the tender is being floated, we request you to allow use of same set of Key Professional across tenders.	As Prescribed in the tender Document
8	Page No. 18 - Point No. 4 of 11 - Key Professionals - Financial advisor: A postgraduate in MBA with 3 year experience in finalizing similar projects in preparing TEFR.	We request you to kindly include chartered accountants also in this clause by changing it as: A postgraduate in MBA/Chartered Accountant with 3 year experience in finalizing similar projects in preparing TEFR.	The qualification shall be referred as below: Financial Advisor: A postgraduate in MBA/Chartered Accountant with minimum 10 years of experience in similar projects in preparation of TEFR and DPRs for fishing harbors or harbours.
9	Page No. 22 — Point No. (vii) - Two copies of Technical Proposal to be submitted in Technical proposal are mentioned in the Tender document.	Kindly specify how many copies of Pre-Qualification document to be submitted?	Two copies each for Pre-Qualification and for technical proposal.

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S.No	Clause Reference to RFP	Queries	Reply
10	Point No. 5 (Page No. 1) :	<p><b>Pre-bid meeting / Date of Submission :</b> As per the existing clause, it is mentioned that Pre-bid meeting will be held on 11.02.2022 at 3.30 hrs. As per the existing the tender submission date is 11.02.2022</p> <p><b>Suggestion :</b> Please confirm the actual pre-bid meeting date and the tender submission date shall be at least after 10 days from the date of publishing minutes of pre-bid meeting and corrigendum, if any.</p>	Replied as per Point No. 5 above.
11	Point No. 6.3 (Page No. 2)	<p><b>Earnest Money Deposit :</b> As per the existing clause, the Tender should be accompanied by EMD of Rs. 1,00,000/- in the form of DD to be taken in the name of Executive Engineer, Fishing Harbour Project Division, Thoothukudi.</p> <p><b>Suggestion :</b> As per the Government Order, <b>Tender Fee and EMD are exempted for firms registered with MSME.</b> So we kindly request you to waive off the Tender Fee and EMD for those firms registered under MSME category.</p>	As Prescribed in the tender Document
12	Point No. 7.2 Pre-qualification (Page No. 3)	<p><b>Pre-qualification :</b> As per the existing Average Annual Turnover of Rs. 120 lakhs for the last three years.</p> <p><b>Suggestion :</b> Since the subject consultancy work requires vast experience in the ports/marine sector, we request the authority to modify the Average Annual Consultancy Turnover of the consulting firm to Rs. 2000 lakhs for the last three years. It will also be recommended to keep pre-qualification criteria of at least 10 years of consultancy experience in ports/marine sector.</p>	No change. RFP Conditions prevail

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S.No	Clause Reference to RFP	Queries	Reply
13	Point No. 7.2 Pre-qualification (Page No. 4)	<b>Joint Venture :</b> In Page No. 4, it is mentioned that Joint Venture / associations are not permitted. But, in Page No. 8 - Point no. 20 says that Joint Venture is allowed upto 3nos. Please clarify whether JV is permitted?	Joint Venture are permitted
14	Point No. 9 (Page No. 16-17)	<b>Payment schedule</b> As per the existing clause, payment milestone against Inception Report is 10%.  <b>Suggestion :</b> As the work involves certain cash outflows in the initial phase (soil investigation, topography etc.). We request the authority to modify the payment milestone against Inception Report as 20%.	As Prescribed in the tender Document
15	Page No. 18 :	<b>Page No.20</b> 1) Milestone I the date of Start : Value of work to be completed :Rs.8.00 Lakh 2) Milestone II the end of 1st Mile Stone : Value of work to becompleted:Rs. 16.00Lakh. 3) Milestone III the end of 2nd Mile Stone : Value of work to becompleted:Rs. 16.00Lakh.  Please clarify whether the values mentioned are physical value ofworktobecpletedbythecontractor. Also clarify whether any liquidity damages clauses are applicable totheconsultant.	As Prescribed in the tender Document
7	Page No. 18 :	1) Milestone I the date of Start : Value of work to be completed : Rs.8.00 Lakh 2) Milestone II the end of 1st Mile Stone : Value of work to be completed : Rs. 16.00 Lakh. 3) Milestone III the end of 2nd Mile Stone : Value of work to be completed : Rs. 16.00 Lakh. We understand that the consultancy fees for the subject work is Rs. 80 Lakh. Please clarify whether it is the PAC value? If the said amount is Probable Amount of Contract (PAC value), the amount allocated is on the lower side. So we request the authority to increase the PAC value.	As Prescribed in the tender Document

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S.No	Clause Reference to RFP	Queries	Reply
8	Page No. 16-18	<p><b>Payment Schedule</b> Project Monitoring Consultancy service : 15%</p> <p>We understand that the project management consultancy service is to be quoted separately as per Form F-6. Hence, we request the authority to modify the payment terms for PMC based on the percentage of Physical works executed at site.</p> <p>Accordingly, we also request the authority to modify the payment terms for Feasibility, DPR and Bid Process management.</p>	As Prescribed in the tender Document

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