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GOVERNMENT OF ASSAM

BIDDING DOCUMENT

for **Retender**

for the work

Supply of Bicycle with Ice Box to the Member
Societies of FISHFED, Assam under RKVY,
RAFTAAR, 2019-20.



**OFFICE OF THE DIRECTOR OF FISHERIES
ASSAM, GUWAHATI-16**

Phone- 0361-2545104; Email: dirfishassam2019@gmail.com
Departmental Website: “<https://fisheriesdirector.assam.gov.in>”

GOVERNMENT OF ASSAM
DIRECTORATE OF FISHERIES
ASSAM, GUWAHATI-16

BIDDING DOCUMENT

for Retender for the work

NAME OF THE WORK : - “Supply of Bicycle with Ice Box to the Member Societies of FISHFED,
Assam under RKVY, RAFTAAR, 2019-20”

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SECTION - I

**Invitation for Bid/ Notice Inviting Quotation
(IFB/NIQ)**

GOVERNMENT OF ASSAM
DIRECTORATE OF FISHERIES
ASSAM, GUWAHATI-16

PRESS NOTICE

The Director of Fisheries, Assam re-invites sealed bid/quotation affixing non refundable court fee stamp of Rs. 8.25 (Rupees Eight and paisa twenty five) only from Manufacturer/Authorised distributor/Authorized dealer / Registered Supplier/Firm for supplying the following items. The last date of submission of bid at the office of the undersigned is 3rd December, 2020 up to 2.00 PM. The Bids will be opened on the same day at 2.30 PM where the bidders or their authorized representative may be present. The stipulated time of completion is 2(two) month.

Details	Quantity	Estimated Cost	EMD	Cost of Bid Document
Supply of bicycle with ice box to the Member societies of FISHFED, Assam under RKVY, RAFTAAR, 2019-20.	300 nos.	Rs. 18,00,000.00	Rs 36,000.00 for Gen and Rs. 18,000.00 for SC/ST/OBC/MOBC	Rs. 540.00

Intending bidders may see the details and download the bidding document from the website <https://fisheriesdirector.assam.gov.in> of the Department of Fisheries, Assam from 18th Nov, 2020 upto 2.00 p.m. on 3rd Dec, 2020.

Sd/-

Director of Fisheries
Assam, Guwahati

Memo No. AF(S) 346/RKVY/2019-20/9590-94

Dated Guwahati the 17th Nov, 2020

Copy to:

- (1) The Jt.Secretary to Govt. of Assam, Department of Fisheries for favour of kind information.
- (2) The Director Information & Public Relation, Assam, Dispur, Guwahati-6 for information with a request to publish the press notice in two consecutive issues of at least two widely circulated news paper [one English & one Assamese daily] on or before 19th Nov, 2020. This has the reference to the earlier NIQ vide letter No. AF(S) 346/RKVY/2019-20/6991-95 dt. 25th Sept, 2020. Copy emailed to “janasanyogassamadvt@gmail.com”
- (3) The Executive Engineer, Fishery Department for information.
- (4) The Web Information Manager, Directorate of Fisheries, Assam for publishing in the departmental website.
- (5) Office Notice Board.

Sd/-

Director of Fisheries
Assam, Guwahati

SECTION - II

INSTRUCTION TO BIDDERS

(ITB)

1. Scope of Bid

- 1.1 The Director of Fisheries, Assam, Guwahati-16 re-invites bids from Registered Supplier / Firm / Authorized Dealer/ Authorized Distributor/ Manufacturer/ Company for the supply as detailed in the table given in Press Notice/ NIQ. The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise. The Director of Fisheries, Assam reserves the right to select or to reject any quotation wholly or partly without assigning any reason thereof. Incomplete tenders, amendments and additions to tender after opening or late tenders are liable to be ignored and rejected
- 1.2 The Successful bidder will be expected to complete the supply by the intended completion date as specified.
- 1.3 Throughout this bidding document, the terms ‘bid’, ‘quotation’ and ‘tender’ and their derivatives (bidder / quotationer / tenderer, bid / quotation / tender, bidding / quoting / tendering, etc.) are synonymous.

2. Source of Funds:

The Director of Fisheries, Assam, Guwahati is going to procure the supply work under RKVY (Rashtriya Krishi Vikash Yojana))-RAFTAAR, 2019-20 with 50% Govt. Share and 50% beneficiary share

3. One Bid per Bidder

- 3.1 Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid in a package will cause all the proposals with the Bidder’s participation to be disqualified.

4. Cost of Bidding

- 4.1 The bidder shall bear all costs associated with the preparation and submission of this Bid, and The Director of Fisheries, Assam, Guwahati will in no case is responsible and liable for those costs. No Bidder shall be entitled to claim any expenses /charges incurred by him or incidental therein in connection with submission of Bid. The bidders has to submit the tender fee/cost of bid document and EMD as detailed in cl.19.6

5. Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification of the bidding documents may contact the office of the undersigned during office hours before last date of submission of the bids.

6. Amendment of Bidding Documents

- 6.1 Before the deadline for submission of bids, The Director of Fisheries, Assam, Guwahati may modify the bidding documents by issuing addenda.
- 6.2 Any addendum thus issued shall be a part of the bidding documents and shall be published in the website as information to all the purchasers of the bidding documents. The Director of Fisheries, Assam, and Guwahati will assume no responsibility for not viewing the website by the bidders.
- 6.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, The Director of Fisheries, Assam, Guwahati may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub – Clause 14.2 below.

6.4 All amendments issued will be published on the website – “<https://fisheriesdirector.assam.gov.in>”. It is the prerogative of the contractors to visit the aforementioned site for corrigendum, addendum and amendment notices. These notices have to be read in conjunction with the tender document and have to be signed and submitted manually along with the bid.

7. Language of the Bid

All documents relating to the bid shall be in the English Language.

8. Documents Comprising Bid

8.1 The bid to be submitted by the bidder shall include the following:

- i) Duly signed Bid document (should be signed on each & every pages)
- ii) Cost of Bid Document and EMD/Bid Security in the form specified in Clause 11
- ii) Qualification Information, supporting documents, Certificates, undertaking as specified. (should be signed on each & every pages)
- iii) Undertaking that the bid shall remain valid for the period specified in Clause 10.1
- iv) Form of Bid/Quotation (neatly filled and signed).

9. Currencies of Bid and Payment

9.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

10. Bid Validity

10.1 Bids shall remain valid for a period not less than **180 days** after the deadline date for bid submission specified in Clause 14. A bid valid for a shorter period shall be rejected by The Director of Fisheries, Assam, Guwahati as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to Clause 10 and undertaking submitted by the bidder, the later shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security that is required.

10.2 In exceptional circumstances, prior to expiry of the original time limit, the Director of Fisheries, Assam, Guwahati may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder’s responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 11 in all respects.

10.3 Deleted.

10.4 Bid evaluation will be based on the bid prices without taking into consideration the above correction.

11. Bid Security/EMD

- 11.1 The Bidder shall furnish, as part of his Bid, a Bid Security in the amount as shown in the Table of NIQ for this particular work. The bid security shall be in favour of the **Director of Fisheries, Assam, Guwahati**, in one of the following forms:
- a) Bank Draft/Banker's Cheque/Fixed Deposit Receipt/TDR issued by any Nationalized /Schedule Indian Bank.
(Bid security for bidders under SC/ ST/OBC/ MOBC categories will be half of the Bid security specified for Gen caste).
- 11.2 Bid Security issued as security for the bid shall valid for 45 days beyond the initial validity of the bid.
- 11.3 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clause 11.1 and Sub Clause 11.2 above shall be rejected by the Director of Fisheries, Assam, Guwahati as non-responsive.
- 11.4 Unless there is any challenge on the bid/ bid process in any court of law, the Bid Security of unsuccessful bidders will be returned within 28 days of the end of the validity period specified in Sub clause 10.1.
- 11.5 The Bid Security of the Successful Bidder will be discharged when the bidder has signed the Agreement and furnished the Performance Security.
- 11.6 The Bid Security/EMD may be forfeited
- a) If the Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
 - b) If the Bidder does not accept the correction of the Bid Price, pursuant to Clause 18; or
 - c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i) Sign the Agreement; or
 - ii) Furnish the required Performance security.

12. Format and Signing of Bid

- 12.1 Deleted.
- 12.2 The bid shall be typed or written in indelible ink and all the pages shall be signed by the bidder/person duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clause 19.6. All the pages of the bid document, certificate furnished in support of qualification information and others must also be signed by the bidder/authorised person. Any pages of the bid where entries or amendments have been made shall also be initialed by bidder/authorised person signing the bid.
- 12.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by The Director of Fisheries, Assam, Guwahati, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialized by the person or persons signing the bid.

13. A) SUBMISSION OF BID:

- 13.1 Bid document along with all necessary documents should be submitted with signature of the Bidder on each page and should be in a sealed envelope. This shall be treated as acceptance of all T&Cs by the bidder and as a part of the agreement for fulfillment of the contract.
- 13.2 The rate offered should be written both in figure and words and no crossing or overwriting shall be entertained in the Bid. Bidder should submit their rate in the Form of Bid enclosed with bid document. In case of any discrepancy between quoted rates, the rate offered in word will be considered.

- 13.3 deleted
- 13.4 The Bidder is required to quote a firm offer in the price Bid (Form of Bid), inclusive of all prevailing taxes, including GST, duties, cess, levies, royalty, transportation cost, packaging cost, delivery cost, loading-unloading cost, turnover tax or any other tax on material etc as applicable for the assignment.
- 13.5 Bid must be delivered directly in the specified box in the Directorate of Fisheries, Assam, Guwahati.
- 13.6 deleted.
- 13.7 In case of any Bid where unit rate of any item/items appear unrealistic such Bid will be considered as unbalanced and in case the Bidder is unable to provide satisfactory explanation such a Bid is liable to be disqualified and rejected.

B) Sealing and Marking of Bids

- 13.8 The Bidder shall seal the hard copy of the Bid in envelope
- 13.9 Bid to be opened on date&time as specified in NIQ.
The contents of Bid will be as specified in Clause 8.1
- 13.10 The envelopes containing the Bid shall
- b) Be addressed to The Director of Fisheries, Assam, Guwahati.
 - c) Bear the identification, i.e., “NIT reference”, “name of work” and “package no.” etc.
- 13.11 In addition to the identification required in Sub-Clause 13.1, the envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, and if the Evaluation Committee declares the Bid as non-responsive pursuant to Clause 17.
- 13.12 If the outer envelope is not sealed and marked as above, The Director of Fisheries, Assam, Guwahati will assume no responsibility for the misplacement or premature opening of the bid.
- 13.13 Any document, if found not readable / illegible will not be considered for evaluation & summarily rejected.

14. Deadline for Submission of Bids

- 14.1 Complete Bids must be received by The Director of Fisheries, Assam, Guwahati at the address specified above not later than the date&time indicated in IFB/N.I.Q. In the event of the specified date for the submission of bids declared as holiday on the date of receipt of the bids as specified the bids will be received and opened on the next working day at the same time and venue
- 14.2 The Director of Fisheries, Assam, and Guwahati may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 6, in which case all rights and obligations of The Director of Fisheries, Assam, Guwahati and the Bidders previously subject to original deadline will then be subject to the new deadline.

15 Late Bids

- 15.1 Any Bid received late by The Director of Fisheries, Assam, Guwahati after the deadline prescribed in Clause 14 will be returned unopened to the bidder.

16. deleted

17. Bid Opening

- 17.1 The Tender Committee will open all the Bids received (except those received late), in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in N.I.T in the manner specified in Clause 24 and 17.3. In the event of specified date of Bid opening being declared a holiday on the date of receipt of the bids as specified the bids will be received and opened on the next working day at the same time and venue.
- 17.2 deleted
- 17.3 The envelope containing the Bid shall be opened. The inner envelope marked, "Cost of Bidding Document downloaded from internet" will be opened first and if the cost of the Bidding document is not there or incomplete, the remaining bid documents will not be opened and bid will be rejected. The amount, form and validity of the Bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid, and has not been furnished in the form specified in Clause 11, the remaining bid will be returned to the bidder.
- 17.4 i) Subject to confirmation of the bid security by the issuing Bank, the bid accompanied with valid bid security will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part I, if the bid pursuant to Clause 8.1.
- ii) Deleted
- iii) Deleted
- iv) The Tender Committee will finalize the list of responsive bidders, whose quoted rates are eligible for consideration.
- 17.5 deleted
- 17.6 At the time of opening of Bid, the names of Bidders responsive in accordance with clause 17.4 (iv) of ITB their quoted rate/amount will be announced.

18. Correction of Errors

- 18.1 The bids determined to be substantially responsive will be checked by The Tender Committee for any arithmetic errors. Errors will be corrected as follows:
- i) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- ii) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 18.2 The amount stated in the bid will be corrected by The Tender Committee in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:
- i) If the Bid price increases as a result of this correction, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;
- ii) If the Bid price decreases as a result of this correction, the decreased amount as stated in the bid will be the 'bid price'.
- Such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub-Clause 11.6 (b).
- iii) deleted

19. Terms & Condition:

- 19.1. The bidder should be a Manufacturer / Company / Authorized distributor/ Authorised dealer / Registered Supplier / Firm
- 19.2. No bid/quotation will be accepted after the stipulated date and time as mentioned.
- 19.3. The proposed supply work may be increased as per need of this office and no payment will be considered against incomplete work and found not satisfactory by this office
- 19.4. The undersigned reserves the right to accept or to reject any or all the bid/quotation without assigning any reasons whatsoever and he does not bind himself to accept the lowest bid.
- 19.5. All taxes including GST, duties, cess, levies, royalty, transportation cost, packaging cost, delivery cost, loading-unloading cost or any other tax on material etc. required in connection with the work payable by the Bidder under the contract, or for any other cause shall be included in the rates, prices submitted by the Bidder. No extra amount will be borne by the Department
- 19.6. The bidders will have to furnish the following with the tender:
 - i) One copy of passport size photographs of the bidder
 - ii) Court Fee stamp of Rs.8.25.
 - iii) Copy of Industry License / Dealership certificate from Manufacturer / Company / Agency for dealing the item tendered for in case of Authorized distributor / Authorized dealer / Registered Supplier / Firm and a copy of Memorandum /Article of Association / Constitution for Company in case of Manufacturing Company
 - iv) The bidder/bidders submitting tenders in the name of a partnership firm/manufacturer/company will have to submit a copy of Notarized Power of Attorney.
 - v) Cost of Bid Document which must be in the form of Demand Draft from any Nationalized bank/Regional/Scheduled Indian bank payable at Guwahati in favour of **“Director of Fisheries, Assam, Guwahati-16”**
 - vi) EMD/Bid Security which must be in the form of Bank Draft/Banker’s Cheque/FDR/TDR from any Nationalized/Regional/Scheduled bank payable at Guwahati in favour of **“Director of Fisheries, Assam, Guwahati-16”**.
 - vii) Copy of BIS/ISO 9001:2015 certificates of the company manufacturing products (bicycle and icebox)
 - viii) Copy of up to date Trade License.
 - ix) Copy of PAN.
 - x) Copy of GST registration.
 - xi) Bid validity undertaking that the bid shall remain valid for a period of 180 days after the deadline date for bid submission specified in Clause 10.
 - xii) Copy of Income tax return for the financial years 2016-17,2017-18 and 2018-19
 - xiii) Name, Address, Fax, Whatsapp Number, E-Mail Address, Bank Details like A/C number, IFSCode, to be submitted in the prescribed format given in this bid document.
 - xiv) A declaration that the bidder has not been blacklisted/banned by any Government Agencies /Govt. Department /Quasi Govt. Dept /PSU /Board / Council or similar organization (sample format is given with this bid document). If any Government Agencies/ Govt. Department /Quasi Govt. Dept/ PSU/ Board/ Council or similar organization has banned the bidder and later on lifted the ban, the fact must be clearly stated.
 - xv) Brochure of the products showing make&model of the products (bicycle and icebox)
 - xvi) Any other document mentioned in this Bid Document.

19.7. Quoted Value/Rate:

- The Bidder should quote his rate in terms of Rupees only.
- The Bidder may indicate the rate and taxes etc. separately, but the evaluation will be made for the rate/value quoted by the Bidder including all prevailing taxes, including GST, duties, cess, levies, royalty, transportation cost, packaging cost, delivery cost, loading-unloading cost, octroi tax, entry tax, turnover tax or any other tax on material etc as applicable for the assignment. No extra amount will be considered by the Department.

- 19.8. No claim of compensation for submission of quotation: No Bidder shall be entitled to claim any expenses /charges incurred by him or incidental therein in connection with submission of bid.
- 19.9. The Bidders are subjected to disqualification, if they have:
- i) Made misleading or false representations in the forms, statements and attachments submitted in proof of the requirements.
 - ii) Record of poor performance such as abandoning the assignment, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
 - iii) Indulged in unlawful means in obtaining/submitting Bids.
 - iv) Been black listed by the competent authority.
- 19.10 The successful bidder must have to complete the supply and installation within stipulated time from the date of issue of formal supply order from the undersigned following signing the agreement with the undersigned and deposit of Performance Security Deposits.
- 19.11 The item after supply, if not found conforming as per specification will be summarily rejected.
- 19.12 Rejected items shall be taken back by the bidder at their own cost within 10 (ten) days of the notice of rejection and should be replenished within next 10 days.
- 19.13 **Warranty:-**
- a) One (1) years warranty has to be provided by the firm from the date of the satisfactory installation / commissioning of equipment against the defect of any manufacturing, workmanship and poor quality of components. In case, there is any variation in the warranty as per the specification of the item equipment, the warranty as specified in the specifications shall be final.
 - b) The supplier shall provide free maintenance services during the period of warranty. The maximum defect restoration time should not be more than 10 (ten) days. In case the defect/ malfunction of an item cannot be rectified within 10 (ten) days the supplier will be required to arrange for immediate replacement of the same till it is repaired & delivered at their own cost.
 - c) In case, supplier fails to repair / or rectify the equipment during the warranty / guarantee period, Director of Fisheries, Assam, Guwahati may employ or pay other person/company for repairing the equipment, and all such damages, loss and expenses shall be recovered from the supplier.

20. COUNTRY OF ORIGIN:

Country of origin of the quoted item should be mentioned in the offer in case of imported item.

21. ELIGIBILITY CRITERIA:

- a) This Invitation for Bids is open to bidders who are a Registered Supplier/Firm as mentioned in NIQ.
- b) The Bidders are required to produce the original documents for verification by the Bid Evaluation Committee as and when asked for.
- c) The Bidder should submit all necessary documents as specified in the NIQ.

22. RIGHT TO ACCEPTANCE / REJECTION OF BID:

- 22.1 The right of acceptance of Bid rests with the Tender Committee who does not bind itself to accept the lowest Bid and also reserve the right to reject any or all the Bid(s) received without assigning any reason whatsoever. Any dispute arises in future will be finalized by the Department of Fisheries, Government of Assam.
- 22.2 Bids imposing any extra conditions of their own will not be entertained.
- 22.3 No price escalation will be granted.
- 22.4 The undersigned may distribute the work/supply among substantially responsive valid bidders quoting same rate/amount for early completion of the procurement

23. PERFORMANCE SECURITY:-

- a. Within 3 (three) days of receipt of the notification of award by the supplier, as a security for due performance of the contract, the supplier shall furnish performance security to the purchaser for an amount equivalent to 5% of the total contract value in the form of a Bank Guarantee/TDR/FDR from any Nationalized/Regional/Scheduled bank payable at Guwahati in favour of “**Director of Fisheries, Assam, Guwahati-16**” with a validity for 12 months from the date of commissioning of the supplied item. If the successful bidder, upon receipt of notification of award, fails to furnish the performance Bank Guarantee within the stipulated time, the notification of award issued shall be automatically got withdrawn and cancelled.

24. AWARD OF CONTRACT:

- a) After fulfillment of criteria in the evaluation process and approval from competent authority the notification of award i.e., L.O.A. (**Letter of Acceptance**) will be issued in favour of empanelled supplier for supply at approved rates. However, lowest evaluated price shall not be the sole criteria for award of contract.
- b) Within 3 (three) days of receipt of the notification of award i.e., L.O.A, on signing the agreement and submission of **Performance Security Deposit @ 5%** by the empanelled bidders, the Director of Fisheries, Assam will award the contract to the empanelled bidders.
- c) On acceptance of the Bid, the empanelled bidder shall name in writing his accredited representative(s), who would be responsible for taking instructions from the Department.
- d) The undersigned reserves the right of accepting any or all the bids without showing any reasons thereof.
- e) On submission of the Performance Security Deposit by the successful bidder, the EMD/Bid Security will be returned to him by the authority.

25. DELIVERY & INSTALLATION:

- 25.1 Goods ordered shall be delivered and installed at site indicated in the purchase order within stipulated time from the date of issue of the purchase order for each project/phase wise. All the aspects of safe delivery shall be the exclusive responsibility of the supplier.

25.2 Extension of Delivery Period: If the supplier would unable to complete the project / order within the stipulated time, for which the supplier is responsible, it is required to request for the extension of the delivery period, it may be extended with justified reasons. In case the supplier would fail to complete the order within the stipulated time, Buyer reserves the right to cancel the contract / order and performance security may be forfeited.

26 PENALTY FOR DELAYED SERVICES / LD:

As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise, the Director of Fisheries, Assam, Guwahati will forfeit PSD/SD and also LD (Liquidated Damage) clause will be applicable /enforced.

If the supplier fails to Supply and install the equipment as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 1% of order value per every week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.

The Director of Fisheries, Assam, Guwahati reserves the right to cancel the order in case the delay is more than 4 weeks. Penalties, if any, will be deducted from the Security Deposit.

27 SATISFACTORY INSTALLATION/ FUNCTIONAL DEMONSTRATION: Satisfactory installation / Functional Demonstration and handing over of the equipment mean the faultless functioning of the equipment.

28 TRAINING OF PERSONNEL:

The supplier shall provide the technical training to the personnel involved in the use of the equipment at the site of installation, immediately after completing the installation of the equipment at the company cost if asked by the authority.

29 MERGER / ACQUISITION OF FOREIGN PRINCIPAL:

In case of merger of Foreign Principal with another Firm or acquisition of Foreign Principal by another firm, it shall be obligatory for the New Entity so formed after the merger of the Acquiring Firm, as the case may be, to take over all the duties and obligations / liabilities of the Foreign Principal and the New Entity / Acquiring Firm would *ipso facto* become liable for all acts of commission or omission on the part of original Foreign Principal as well as Indian Agent.

30 CHANGE OF INDIAN AGENT:

In case the Foreign Principal changes in Indian Agent then it shall be obligatory for Foreign Principal to automatically transfers all the duties and obligations to the New Indian Agent, failing which the Foreign Principal would *ipso facto* become liable for all acts of commission or omission on the part of New Indian Agent.

31 SERVICE MANUAL/CIRCUIT DIAGRAM

It is specifically required that the bidders will supply all the operating & service manuals and circuit diagrams along with the equipments.

32 INSURANCE:

The equipment to be supplied will be insured by the vendor against all risks of loss or damage from the date of shipment till such time it is delivered at site of installation.

33 SERVICE FACILITY:

Bidder should mention about the service set up in India and how capable they are to provide after sales services.

34. PAYMENT PROVISION:

- a) There is no provision of mobilization/ any other advance to the approved bidder.
- b) The Bidder should produce delivery challan in triplicate and invoice/bill in triplicate for making payment.
- c) Payment will be made to the successful bidder on receipt of the item in good condition at the destination point duly certified signed with stock entry on the body of challan by authorized representative and subject to receipt of necessary fund from RKVY Nodal Department

35 ARBITRATION AND LAWS:

In case of any dispute or difference arising out of or in connection with the tender conditions / order and Contract, the Director of Fisheries, Assam, Guwahati and the Supplier will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Director of Fisheries, Assam, Guwahati. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Guwahati only. The resolution of the Arbitrator shall be final and binding on both the parties.

36 JURISDICTION:

The courts at Guwahati alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Guwahati court shall have jurisdiction in the matter.

37 CORRUPT OR FRAUDULENT PRACTICES

The Director of Fisheries, Assam, Guwahati will reject a proposal for award if it determine that the Bidder recommended for award has engaged in corrupt or fraudulent in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with other department and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.

38. WHERE THE BIDDER/SUPPLIER WILL QUOTE HIS RATE ? :

The Bidder/Supplier have to quote the rate/value in the “**Form of Bid**” against the work in compliance to the provision of the Cl. 19.7 (“Quoted Value/Rate” under “Terms and Condition”) above.

Sd/-
Director of Fisheries, Assam
Guwahati – 780016

SECTION – III

TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATION OF THE ITEMS FOR SUPPLY

Name of work- Supply of bicycle with ice box to the member societies under FISHFED under the scheme, RKVY-RAFTAAR-2019-20.

Specifications for the Ice Box:

- The ice box should be durable construction, compact design and made from FDA approved grades of polyethylene material from food grade virgin USDA/FDA/ EU approved double walled body with all round EPS/PUF filled insulation, inbuilt handle, heavy base, BIS marked. Excellent insulation maintains uniform temperature for storage & transportation of frozen fish. 100% hygienic, easy to clean & wash. Strong & durable. Ensures freshness of contents over a long duration. Stackable for space saving.
- Carrying capacity of the Ice box should be 20kg capacity with Size of the ice box : 550 x 360 x 330 mm (minimum external dimension) and 500 x 310 x 280 mm. (minimum internal dimension)
- Ice Box may be Generic or Branded. Preference will be given to manufacturer conforming to BIS/ISO 9001:2015 or exporter of EPS/PUF insulated Ice Box having Coolant Packs (Ice – Gel-Packs).
- Tight fittings to keep ice melting rate in line with the best in the world with rubber clamps for locking lid [to prevent corrosion], box should be compatible for fitting with the carrier of bicycle snugly.
- Tapered inner bottom for maximum drainage with drainage plugs at bottom is preferable
- Lid with suitable gasket for better temperature retention.
- Robust construction for long life.
- Easy transportation.
- Moulded-in handles.
- Logo Printing on the body as per direction of Purchaser.

Specifications for the Bicycle:

- Body of the bicycle should be Steel frame, adjustable seat, single speed, roadster type handle bar, rigid suspension.
- Frame size 22”/24” inch.
- Bicycle should have other body parts viz. lock , bell , stand , loading carrier with attachment to accommodate the Ice Box snugly.
- Bicycle should be of branded company. Preference will be given to manufacturer conforming to BIS/ISO 9001:2015 or exporter of bicycle.

Sd/-

Director of Fisheries,
Assam, Guwahati

SECTION – IV

FORM OF BID

FORM OF BID

To

The Director of Fisheries,
Assam, Guwahati

- We offer to Execute the work described below and remedy any defects therein in conformity with the terms & conditions at following rate :

SL	Item	Estimated cost	Rate quoted by bidder/supplier for each unit (In compliance with Cl.19.7)	
			In Figure	In Words
1	Supply of Bicycle with Ice Box to the Member societies of FISHFED, Assam under RKVY, RAFTAAR 2019-20.	Rs. 2100.00 per Ice Box		
		Rs. 3900.00 per Bicycle		

- We undertake, if our Bid is accepted, to commence the work/supply as soon as in reasonably possible time after the receipt of the award of contract and to complete the work/supply comprised in the Contract within the stipulated time stated in the document.
- We understand that you are not bound to accept the lowest or any tender you may receive.
- Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- We undertake, our quoted rates will be same for at least 12 calender months without any enhancement of rates.

Dated this _____ day of _____ /2020

Name of bidder/supplier _____

Signature of bidder/supplier _____

Address _____

SECTION – V

UNDERTAKING, FORM & WARRANTY ETC.

UNDERTAKING

1. Certified that I/We will not claim anything in any shape from the Government if the work/supply order is curtailed or stopped at any stage for want of funds.
2. I/We, the undersigned, do here by certify that all the statements made in the required attachments are true and correct.
3. I/We agree to abide this bid for a bid validity period of 180 days for the data fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.
4. The articles shall be strictly as per specification and of the best quality as per requirement of the institution. The decision of the Office of The Director of Fisheries, Assam, Guwahati as regards to the quality and specification of article shall be final and binding on me/us.
5. I/We undertake to provide backup services of Trained Technical Personnel on round- the- clock basis for emergency problem.
6. I/We undertake and confirm that the equipment shall be covered by warranty as shown in Section-II of this bid document. In case of any defect reported, the defective part shall be replaced.
7. I/We shall provide necessary training to the beneficiaries and officials for basic operation & repairing of equipments during installation.
8. I/We do hereby declare and solemnly affirm that that the individual/firm/company has not been indulged in unlawful means in obtaining/submitted this Bid and has not made misleading or false representations in the forms, statements and attachments submitted in proof of the requirements.
9. I/We do hereby declare and solemnly affirm that that the individual/firm/company has not any record of poor performance such as abandoning any assignment, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc
10. We further confirm that we are aware that, our Bid would be liable for rejection in case any material misrepresentation is made or discovered at any stage of Bidding Process or thereafter during the agreement period and the amount paid (including performance security deposit) shall stand forfeited without any further intimation.
11. I/We do here by accept all Terms & Conditions as per the NIQ and Bid Document.

The above-mentioned points will form a part of the Contract Agreement.

Dated this _____ day of _____ /2020

Name of bidder/supplier _____

Signature of bidder/supplier _____

Address _____

FORMAT OF

UNDERTAKING REGARDING NOT BLACKLISTED:-

I/we/ M/s
(sole applicant/ Lead Member/ Member/ Affiliate, the names and addresses of the registered office)
on behalf of (Supplier)..... do hereby declare and solemnly affirm
that the individual/firm/company have not been blacklisted by Central Government/ State
Government/ PS/Autonomous body/ Supreme Court/ High Court of any State/ District Court of any
State from participating in any Projects.

We further confirm that we are aware that, our Application for the captioned project would
be liable for rejection in case any material misrepresentation is made or discovered at any stage of
Bidding Process or thereafter during the agreement period and the amount paid (including
performance security deposit) shall stand forfeited without any further intimation.

Dated this the.....day of 2020

Name of bidder/supplier

Signature of the Authorized Person.....

Name of the Authorized Person.....

**FORMAT OF
MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER**

To
The Director of Fisheries
Assam, Guwahati-6

Date: / /

Sub: Authorization for release of payment / dues from Deptt. of Fisheries, Assam, Guwahati through Electronic Fund Transfer/RTGS Transfer.

1. Name of the Party/Firm/Company:

2. Address of the Party: City_____Road_____House No._____
C/O_____PinCode_____

E-Mail ID_____

Mob No:_____ Whatsapp Number _____

Permanent Account Number_____FAX_____

3. Particulars of Bank:

Bank Name:	Branch Name:
Branch Place:	Branch City:
PIN Code:	Branch Code:
MICR No.:	

(9 Digit number appearing on the MICR Bank of the Cheque supplied by the Bank, Please attach a Xerox copy of a cheque of your bank for ensuring accuracy of the bank name , branch name and code number)

IFS Code: (11 digit alpha numeric code)			
Account Type	Savings	Current	Cash Credit
Account Number:			

DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Director of Fisheries, Assam, Guwahati responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place: _____

Date: _____

**Signature & Seal of the
Authorized Signatory of the bidder/supplier**

Certified that particulars furnished above are correct as per our records

Bankers Stamp:

Date: _____

**Signature & Seal of the
Authorized Official from the Bank**

N.B: Please fill in the information in CAPITAL LETTERS, computer typed; please TICK wherever it is applicable.

**Format of
Certificate of Guarantee/Warranty (on letter head)**

I / We certify that the guarantee / warranty shall be given for a period as stated in Section-II of this bid document starting from the date of the satisfactory installation, commissioning and handing over of the equipment and the work completed under the contract. During the guarantee / warranty period, I / we shall provide the “after sale service” and the replacement of defective / or any part(s) of the equipment or rectification of defects of work of the equipment will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility. We undertake that the above guarantee / warranty shall begin only from the date of successful installation. The benefit of change in dates of the guarantee / warranty period shall be in the interest of the user / your organization.

I / We shall try to repair the equipment at site of installation. However, in case it is not possible to repair the equipment at site, we will take out the equipment to our site on our own expenses. We shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till the equipment is rehabilitated to the site of installation after repair. If any loss of equipment occurred during our custody, we will restore it / compensate to Director of Fisheries, Assam, Guwahati for such losses.

I / We guarantee that in case we fail to carry out the maintenance work within the stipulated period, the Director of Fisheries, Assam, Guwahati reserves the right to get the maintenance work carried out at our risk, cost and responsibility after informing us. All the expenses including excess payment for repairs / maintenance shall be adjusted against the Performance Security Deposit. In case the expenses exceed the amount of the Performance Security Deposit, the same shall be recoverable from us with / without interest in accordance with the circumstances.

I / We undertake to perform calibration after every major repair / breakdown / taking the equipment out for repair from the site of installation. I / We guarantee that we will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price.

I / We guarantee to the effect that before going out of production of the spare parts, we will give the adequate advance notice to Director of Fisheries, Assam, Guwahati so that Director of Fisheries, Assam, Guwahati may undertake to procure the balance of the life time requirements of the spare parts.

Place: _____

Date: _____

**Signature & Seal of the
Authorized Signatory of the bidder/supplier**