



GOVERNMENT OF ASSAM

BIDDING DOCUMENT

for

**Construction of Mini Fish Feed Mill Shed in 10 (ten) Project Districts
under
“Assam Agribusiness and Rural Transformation Project (APART)”**

Package/Group – III(B):MORIGAON



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

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

GOVERNMENT OF ASSAM
DIRECTORATE OF FISHERIES
ASSAM, GUWAHATI-16

BIDDING DOCUMENT

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SECTION – I

**Invitation for Bid / Notice Inviting Quotation
/ Request for Quotation**

(IFB/RFQ/RFQ)

**GOVERNMENT OF ASSAM
DIRECTORATE OF FISHERIES
ASSAM, GUWAHATI-16**

REINVITATION OF REQUEST FOR QUOTATION

The Government of Assam through the Government of India has received financing from the World Bank towards the cost of 'Assam Agribusiness and Rural Transformation Project (APART)' and intends to apply part of the proceeds of this credit to eligible payments under the contract, for which this Request for Quotation (RFQ) is issued. The ARIAS Society now seeks quotations from interested and eligible Contractors registered under PWRD or similar Govt. Organisation. As such in cancellation and partial modification of earlier RFQ No.AF(S)278/APART/2020-21/PT-1/ 1426-32 dated 4th Dec, 2020, sealed quotation affixing non refundable court fee stamp of Rs. 8.25 (Rupees Eight and paisa twenty five) only are reinvited by the Directorate of Fisheries, Assam, Guwahati from eligible contractors of appropriate category having currently valid registration from APWD (Bldg./ Road) CPWD or other Govt. Deptt./authorised dealership for the works under following package & groups. The last date of submission of quotation at the office of the undersigned is 8th January, 2021 up to 2.00 PM. The quotations 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) months.

Package	Name of Work	Group	Approximate Value of work	EMD	Cost of bid document/tend
I	Construction of Hygienic Fish Marketing Unit in 8 (eight) Project Districts under APART in following groups:	A-Majuli	Rs. 10.95 Lacs	Rs.21,900.00 for Gen and Rs.10,950.00 for SC / ST / OBC / MOBC /Graduate Engineers for each Group	Rs. 400.00 for each Group
		B- Tezpur	Rs. 10.95 Lacs		
		C-Silchar	Rs. 10.95 Lacs		
		D-Golaghat	Rs. 10.95 Lacs		
		E-Nagaon	Rs. 10.95 Lacs		
		F-Morigaon	Rs. 10.95 Lacs		
		G-Goalpara	Rs. 10.95 Lacs		
		H-Nalbari	Rs. 10.95 Lacs		
II	Supply of 4wheeler vehicle with vehicle registration and 1 st year comprehensive insurance cover, permit, number plate writing, logo& information embossing over the body complete as live fish	A-Majuli	Rs. 9.00 Lacs	Rs.18,000.00 for Gen and Rs.9,000.00 for SC / ST / OBC / MOBC for each Group	Rs. 300.00 for each Group
		B- Tezpur	Rs. 9.00 Lacs		
		C-Silchar	Rs. 9.00 Lacs		
		D-Golaghat	Rs. 9.00 Lacs		
		E-Nagaon	Rs. 9.00 Lacs		
		F-Morigaon	Rs. 9.00 Lacs		
		G-Goalpara	Rs. 9.00 Lacs		
		H-Nalbari	Rs. 9.00 Lacs		
III	Construction of Mini Fish Feed Mill Shed in 10 (ten) Project Districts under APART in following groups:	A-Nagaon	Rs. 5.694 Lacs	Rs.11,388.00 for Gen and Rs.5,694.00 for SC / ST / OBC / MOBC /Graduate Engineers for each Group	Rs. 200.00 for each Group
		B- Morigaon	Rs. 5.694 Lacs		
		C-Lakhimpur	Rs. 5.694 Lacs		
		D-Barpeta	Rs. 5.694 Lacs		
		E-Nalbari	Rs. 5.694 Lacs		
		F-Goalpara	Rs. 5.694 Lacs		
		G-Kamrup	Rs. 5.694 Lacs		
		H-Cachar	Rs. 5.694 Lacs		
		I-Jorhat	Rs. 5.694 Lacs		
		J-Darrang	Rs. 5.694 Lacs		
IV	Construction of Mini Fish Feed Mill Machineries in 10 (ten) Project Districts under APART in following groups:	A-Nagaon	Rs. 9.306 Lacs	Rs.18,612.00 for Gen and Rs.9,306.00 for SC / ST / OBC / MOBC /Graduate Engineers for each Group	Rs. 300.00 for each Group
		B- Morigaon	Rs. 9.306 Lacs		
		C-Lakhimpur	Rs. 9.306 Lacs		
		D-Barpeta	Rs. 9.306 Lacs		
		E-Nalbari	Rs. 9.306 Lacs		
		F-Goalpara	Rs. 9.306 Lacs		
		G-Kamrup	Rs. 9.306 Lacs		
		H-Cachar	Rs. 9.306 Lacs		
		I-Jorhat	Rs. 9.306 Lacs		
		J-Darrang	Rs. 9.306 Lacs		

Intending quotationers may see the details and download the **Bidding document** from the website "<https://fisheriesdirector.assam.gov.in>" of the Deptt. of Fisheries, Assam from 25nd December, 2020 up to 2.00 PM on 8th January, 2021.

Sd/-
Director of Fisheries
Assam, Guwahati

Copy to:

- (1) The State Project Director, ARIASS, Khanapara, Guwahati-22 for favour of kind information.
- (2) The Jt. Secretary to the Govt of Assam, Fishery Deptt., Dispur, Guwahati-6
- (3) The Director Information & Public Relation, Assam, Dispur, Guwahati-6 for information with a request to publish the RFQ in two consecutive issues of at least two widely circulated news paper [one English & one Assamese daily] on or before 25th December, 2020. Copy emailed to Copy emailed to "janasanyogassamadvt@gmail.com". This has the reference to earlier RFQ No.AF(S)278/APART/2020-21/PT-1/ 1426-32 dated 4th Dec, 2020
- (4) The Executive Engineer, Fishery Deptt. for information.
- (5) The Nodal Officer, APART, Directorate of Fisheries, Assam, Guwahati for information
- (6) The Fishery Coordinator, ARIASS, Khanapara, Guwahati-6 for information
- (7) 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 invites bids for the work from Registered Contractors of appropriate class for the works detailed in the table given in Press Notice/ RFQ. 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. The Successful bidder will be expected to complete the works by the intended completion date as specified.
- 1.2 Throughout this bidding document, the terms 'bid' and 'tender' and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.
- 1.3 Bid Amount: - as detailed in IFB/RFQ

2. Source of Funds:

The Director of Fisheries, Assam, Guwahati is going to procure the work/supply from ARIAS Society for the scheme "Assam Agribusiness and Rural Transformation Project (APART)"

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/group will cause all the proposals with the Bidder's participation to be disqualified. Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid in a package/group (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) 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
- iii) Qualification Information, supporting documents, Certificates, undertaking as specified. (should be signed on each & every pages)
- iv) Undertaking that the bid shall remain valid for the period specified in Clause 10.1
- v) Form of Bid/Quotation and BOQ (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 IFB for this particular work. The bid security shall be in favour of the **Director of Fisheries, Assam, Guwahati**, payable at Guwahati in the following form:

- a) Fixed Deposit Receipt/TDR/BankDraft/Banker's cheque issued by any Nationalized /Schedule Indian Bank.

(Bid security for bidders under SC/ ST/OBC/ MOBC/Graduate Engineer 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. All taxes shall be payable by the Bidder and Government will not entertain any claim whatsoever in respect of the same
- 13.5 For transportation of materials to site of work is the sole responsibility of the Bidder. Statutory traffic restriction during transport of materials to the site of work is to be taken in to consideration before Biding.
- 13.6 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.
- 13.7 Bid must be delivered directly in the specified box in the Directorate of Fisheries, Assam, Guwahati.

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 NIT.
The contents of Bid will be as specified in Clause 8.1
- 13.10 The envelopes containing the Bid shall
- a) Be addressed to The Director of Fisheries, Assam, Guwahati.
 - b) 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 indicated in N.I.T. 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.
- 14.3 deleted

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.
- (iii) In case of any variance between the amount quoted in the form of Bid (FOB) and the total amount of Bill of quantity (BOQ), the FOB amount will be discarded and the BOQ amount will be taken as the Bid Price, irrespective of the BOQ amount being higher or lower than the FOB amount.
- 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).

19. Terms & Condition:

- 19.1. The intending bidders are expected to see the site of the proposed work at his/ their own cost and collect necessary information required by him/them before submitting tender. If required he/she may take the help from DFDO concerned for site visit.
- 19.2 No tender will be accepted after the stipulated date and time as mentioned.
- 19.3 The proposed work may be increased or decreased 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 tenders without assigning any reasons whatsoever and he does not bind himself to accept the lowest rate.
- 19.5 No materials will be supplied for any of the above works by this office. All taxes, Forest Royalty etc. required in connection with the work to be borne by the selected bidder. 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/supply 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 up to date Registration certificate from Engineering Department of State/Central Govt.
 - iv) Cost of Bid Document which must be in the form of Demand Draft from any Nationalised bank/Regional/Scheduled Indian bank payable at Guwahati in favour of "**Director of Fisheries, Assam, Guwahati-16**"
 - v) 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**".
 - vi) Copy of Single Work order alongwith Completion Certificate issued by not below the rank of Executive Engineer for work done within the last 3(three) financial years namely 2017-18,2018-19 and 2019-20 and current year. The bidder should execute during this period at least one similar civil work as prime or subcontractor of value not less than 40% of the value of the work as stated in this NIT. The authenticity of such certificates will be verified in the respective deptt. by the undersigned. If any manipulation is found, the award of contract will be terminated and necessary action will be initiated against the contractor.
 - vii) The bidder/bidders submitting tenders in the name of a firm will have to execute and furnish a copy of notarized power of attorney .
 - viii) Copy of up to date Labour 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
 - xii) Copy of Income tax return for the financial years 2016-17,2017-18 and 2018-19
 - xiii) Undertaking that the bidder will be able to invest minimum cash up to 25% of contract value of work, during implementation of work

- xiv) Name, Address, Fax, Whatsapp Number, E-Mail Address, Bank Details like A/C number, IFSC Code, to be submitted in the prescribed format given in this bid document.
- xv) 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.
- xvi) Any other document mentioned in this Bid Document.

19.7. Quoted Value/Rate:

- The rate/value quoted by the Bidder should be inclusive of all the taxes, forest royalty, cess, duties, charges and GST etc. No extra amount will be considered by the Department.
- Bidder's quoted rate should conform to the PWRD Notification No. RBPC.85/2017/25 Dated Dispur the 12th July, 2018 (copy enclosed).

19.8. deleted.

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/ their registrations cancelled by the competent authority.

19.10 The successful bidder must have to start the work within 7 days from the date of issue of formal work order from the undersigned following signing the agreement with the undersigned and deposit of Performance Security Deposits. The work will be executed under the supervision of concerned DFDO establishment.

19.11 The authority will not accept rate/amount quoted by any bidder which is lower than 10% below the estimated cost to avoid poor quality of work/abandoning of work by the contractor. On the other hand the authority will also not accept rate/amount quoted by any bidder which is more than 10% above the estimated cost to avoid undue pressure on State Exchequer.

19.12 The bidder submitting bid for the consecutive time for the same work is not required to submit the cost of bid document

20. ELIGIBILITY CRITERIA:

- a) This Invitation for Bids is open to bidders having currently valid registration from Engineering Department of State/Central Govt. as mentioned in IFB.
- b) The Bidders are required to produce the original documents for verification by the Bid Evaluation Committee on the day of opening of Bid, if asked for.
- c) The bidder should execute during this period at least one civil work as prime or subcontractor of value not less than 40% of the value of the work as stated in this NIT within the last 3(three) financial years namely 2017-18, 2018-19 and 2019-20 and current year .
- d) The Bidder should submit all necessary documents as specified in the IFB.

21. RIGHT TO ACCEPTANCE / REJECTION OF BID:

- 21.1 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.
- 21.2 Bids imposing any extra conditions of their own will not be entertained.
- 21.3 No price escalation will be granted.

22. PERFORMANCE SECURITY:-

- a. Within 15 (fifteen) 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.

23. AWARD OF CONTRACT:

- a) After fulfillment of criteria in the evaluation process and approval from competent authority the L.O.A. (Letter of Acceptance) will be issued in favour of successful Bidder.
- b) Then within 15 (fifteen) days, on signing the agreement and submission of Performance Security Deposit @ 5% by the bidder, the Director of Fisheries, Assam will award the contract to the Bidder whose Bid is determined to be substantially responsive to the Bidding documents and who offers the lowest evaluated price as will be accepted by competent authority.
- c) On acceptance of the Bid, the Bidder shall name in writing his accredited representative(s), would be responsible for taking instructions from the Department.
- d) The Tender Committee reserves the right of accepting the whole or any part of the Bid and the Bidder shall be bound to perform the same at the rate quoted.
- e) On submission of the Performance Security Deposit by the successful bidder, the EMD/Bid Security will be returned to him by the authority

24. PAYMENT PROVISION:

- a) There is no provision of mobilization/ any other advance to the approved bidder.
- b) The Bidder/contractor should complete the work in stipulated time. The Executive Engineer with the help of his Junior Engineer shall produce Bill/Vouchers/ MB/APR/photo/progress report/completion report/handover certificate to the Director of Fisheries, Assam, Guwahati.
- c) Non-payment of Running bill is not a criteria for discontinue/slow progress of the awarded work by the contractor.
- d) The payment to contractor is subjected to release of fund from ARIAS Society.

25. 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.

26 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.

27 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.

28 WHERE THE BIDDER WILL QUOTE HIS RATE/VALUE? :

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

Sd/-
Director of Fisheries, Assam
Guwahati – 780016

SECTION – III

FORM OF BID

FORM OF BID

Name of work/supply: Construction of Mini Fish Feed Mill Shed in 10 (ten) Project Districts under “Assam Agribusiness and Rural Transformation Project (APART)” in Package/Group - III(B):Morigaon

To
The Director of Fisheries,
Assam, Guwahati

1. We offer to Execute the Work/supply describe above and remedy any defects therein in conformity with the conditions of Contract, specifications, Bill of Quantities and Addenda

for the sum(s) of Rs.....

(Rupees.....)
only.

2. We undertake, if our Bid is accepted, to commence the work as soon as in reasonably possible time after the receipt of the award of contract and to complete the work comprised in the Contract within the stipulated time intimated by the authority.
3. We agree to abide by this Bid for the period of **180** days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. 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.
5. We understand that you are not bound to accept the lowest or any tender you may receive.
6. We accept the appointment of expert if proposed by the Director of Fisheries, Assam, Guwahati as the Dispute Review Expert.
7. Certified that I will not claim anything in any shape from the Government if the work/supply order is curtailed or stopped at any stage for any reason thereof.
8. I, the undersigned, do hereby agree not to discontinue/slow progress the awarded work even if there is no Running bill payment.
9. I, the undersigned, do here by certify that all the statements made in the required attachments are true and correct.
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 do here by accept all T& C as per the Bid Document

Dated this the.....day of 2020

Name of bidder/supplier

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

SECTION – IV

BILL OF QUANTITY

BILL OF QUANTITIES

Name of work/supply: Construction of Mini Fish Feed Mill Shed in 10 (ten) Project Districts under “Assam Agribusiness and Rural Transformation Project (APART)”

We offer to execute the work and remedy any defects therein in conformity with the terms & conditions at following rates inclusive of all the taxes, royalty, cess, duties, charges and GST etc.

SI	Item Description	Quantity	Rate to be quoted by bidder		Amount(Rs)
			In figure	In words	
1	2	3	4	5	6
1	Earthwork in excavation for foundation trenches of walls, retaining walls, footings of column, steps, septic tank etc. including refilling (return filling) the quantity as necessary after completion of work, breaking clods in return filling, dressing, watering and ramming etc. and removal of surplus earth with all lead and lifts as directed and specified in the following classification of soils including bailing out water where necessary as directed and specified.	22.660 cum			
1.01	(A) Up to a depth of 2.00m below the existing ground level.				
2	Earth/ sand filling in plinth in layers not more than 150mm thick including necessary carriage, watering, ramming etc. complete as directed and specified including payment of land compensation, forest royalty, sales tax and other duties and taxes as may be necessary.				
2.01	(c) With river sand or silt (predominantly non plastic) by truck carriage including loading and unloading.	19.200 cum			

3	Anti termite treatment				
3.01	Pre construction anti - termite treatment at the bottom of foundation pits and walls on either side up to a height of 300mm from bottom of the excavation made for column plinth beam, wall, trenches etc. by applying the emulsion @ 5 (five) litres per square meter of the surface area before starting construction work (supplying of necessary tools and accessories by the contractor) as per the direction of the Department complete.	40.580 sqm			
4	Soling				
4.01	Providing soling in foundation and under floor with stone/ best quality picked jhama brick, sand packed and laid to level and in panel after preparing the subgrade as directed including all labour and materials and if necessary dewatering, complete.	40.580 sqm			
5	PLAIN CEMENT CONCRETE WORKS				
5.01	Plain cement concrete works with coarse aggregate of sizes 13mm to 32mm in foundation bed for footing steps, walls, brick works etc. as directed and specified including dewatering if necessary, and curing complete (shuttering where necessary shall be measured and paid separately).	2.559 cum			
6	REINFORCED CEMENT CONCRETE WORKS				
6.01	(A) In substructure up to plinth level	5.420 cum			
6.02	(B) In super structure from plinth level up to 1st floor level.	1.805 cum			

7	REINFORCEMENT				
7.01	Supplying, fitting and fixing in position reinforcement bars conforming to relevant I.S. Code for R.C.C. work/ R.B. walling including straightening, cleaning, cutting and bending to proper shapes and length as per details, supplying and binding with 20G annealed black wire and placing in position with proper blocks, supports, chairs, spacers etc. complete.	9.445 qtl			
8	Form work				
8.01	Providing form work of 12mm thick Plywood Board so as to give a rough finish including centering, shattering, strutting and propping etc., height of propping and centering below supporting floor to ceiling not exceeding 4.0M and removal of the same for in situ reinforced concrete and plain concrete work in:	59.651 sqm			
9	Brick work in cement mortar with 1st class brick including racking out joints and curing complete as directed.				
9.01	(I) In Sub-structure upto plinth level including dewatering if necessary	4.800 cum			
9.02	(II) In superstructure above plinth level up to 1st floor level.	0.180 cum			
10	Damp proof course				
10.01	Providing and laying 25mm thick damp proof course with cement concrete in prop 1:1.5:3 with graded stone agg. of 10mm down nominal size including providing approved damp proof admixture in proportion as recommended by the manufacturer including curing etc. complete as directed.	3.000 sqm			

11	1st class brick nogged wall				
11.01	1st class brick nogged wall in cement mortar including racking out joints and curing complete as directed in super structure above plinth up to 1st floor level (protruding M.S rod/Tor steel of column to be embedded in cement mortar and will be measured and paid separately)	59.520 sqm			
12	PCC works				
12.01	Plain cement concrete floor base in prop1:3:6 laid in alternate bays as specified with coarse agg. of size 13mm to 32mm including dewatering if necessary, and curing etc. complete.	576.000 sqm			
13	Cement plaster skirting				
13.01	Cement plaster skirting with cement mortar in prop. 1:3 (1 cement : 3 coarse sand) finished with a floating coat of neat cement including rounding of junctions with floor.	16.000 sqm			
14	15 mm thick Cement plaster in single coat on single or half brick wall for interior plastering up to 1st floor level including arises, internal rounded angles, not exceeding 80mm girth and finished even and smooth including curing complete as directed.				
14.01	A) On rough side	59.530 Sqm			
14.02	B) On fair side	61.080 Sqm			

15	PLASTER OF PARIS & WALL PUTTY				
15.01	Providing two coats of Birla White Wall Care Putty (Water Resistant White Cement based putty for concrete/ mortar walls and ceiling both internal and external) after removing all loosely adhering material from the wall surface with the help of emery stone, putty blade or wire brush and moistening the wall with sufficient quantity of clean water as specified and directed by the department. (Total thickness of two coats is maximum 1.5mm)	118.760 sqm			
16	CEMENT PAINT & PRIMER				
16.01	a) Applying one coat of cement primer of approved brand and manufacture on new wall surface after thoroughly brooming the surfaces free from mortar droppings and other foreign matter and including preparing the surface even and sand papered smooth.	118.760 sqm			
17	Water proofing				
17.01	Finishing old/ new wall with water proofing weather coat smooth anti-fungal exterior painting of Apex brand of Asian Paints and of required shade after cleaning and clearing the surface etc. including scaffolding complete as directed at all levels (two coats)	58.600 sqm			

18	Wall painting (two coats) with Plastic emulsion paint of approved brand and manufacture (Asian paint/ Berger paint/ ICI paint/ J & N paint/ Nerolac) on new surface to give an even shade after throughly brushing the surfaces free from mortar droppings and other foreign matter and sand papered smooth.	59.800 sqm			
18.01	(a).Plastic Emulsion Paint of approved brand and manufacture (Asian paint/ Berger paint/ ICI paint/ J & N paint/ Nerolac)				
19	rolling shutters				
19.01	Providing and fixing rolling shutters of approved make made of 80mm wide M.S. laths interlocked together through their entire lenth and jointed together at the ends by end-locks mounted on specially designed pipe shaft with bracket plates, guide channels and arrangements for inside and outside locking with push-pull operation complete including cost of wire, spring and hood cover for the shutters.	7.200 sqm			
20	M.S. grill				
20.01	Providing, fitting and fixing M.S. grill of required pattern for windows/ clerestory windows/ openingwith M.S. flats at required spacing in frame all round, squre or round M.S. bars with round headed bolts and nuts or screws.	12.000 kg			

21	Providing, fitting and fixing anodisedaluminium sliding windows and ventilators of standard sections of approved brand without horizontal glazing bars, joints mitred and welded (manufactured to relevant IS specifications) and providing and fixing handles, angle cleat, rubber gasket, roller, bolting device, locking arrangements, screws etc as required complete as specified and directed for all levels.	1.200 sqm			
21.01	(i)6mm clear glass				
22	Providing, fitting and fixing anodisedaluminium sliding windows and ventilators of standard sections of approved brand without horizontal glazing bars, joints mitred and welded (manufactured to relevant IS specifications) and providing and fixing handles, angle cleat, rubber gasket, roller, bolting device, locking arrangements, screws etc as required complete as specified and directed for all levels.	0.600 sqm			
22.01	(a)2 Track sliding window				
23	Applying primary coat over new steel and other metal surface over 100m in width or girth after preparing the surface by throughly cleaning oil,grease, dirt and other foreign matter and scoured with wire brushes, fine steels, wood scrapers and sand paper.	14.400 sqm			
23.01	a). With ready mixed "red-lead/ red oxide" primer.				
24	Painting two coats (excluding priming coat) on new steel and other metal surface with enamel paint of approved brand and manufacture(Asian paint/ Berger paint/ ICI paint/ J & N paint/ Nerolac) to give an even shade including cleaning the surface of all dirt, dust and other foreign matter.	14.400s qm			
24.01	b). High gloss (Asian paint/ Berger paint/ ICI paint/ J & N paint/ Nerolac).				

25	Roof truss				
25.01	Providing fitting, hoisting and fixing of roof trusses including purlins fabricated using MS circular hollow section conforming to relevant I.S. code, as per approved design and drawings including providing M.S. cleats, base plates, bolts and nuts and one coat of red oxide Zinc Chromate primer and two coats of approved enamel paints complete including fitting necessary cleats etc. for fixing ceiling joists as per design and drawing as directed.	5.067 qtl			
26	Providing Pre Painted Steel Tile Sheet at all levels including fitting and fixing self drilling, self tapping screws complete (Roof trusses, purlins etc. to be measured and paid separately.)	46.192 sqm			
26.01	Dyna roof /Wonder Roof / Durakolar				
27	Providing Pre Painted Steel Tile Sheet accessories at all levels including fitting and fixing self drilling, self tapping screws complete	4.320 sqm			
27.01	Dyna roof /Wonder Roof / Durakolar				
Total amount(in Figures)					
Total amount (in words)					

Dated this the.....day of 2020

Name of bidder/supplier

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

SECTION – V

UNDERTAKINGS FORMAT ETC.

BID VALIDITY UNDERTAKING

I/we/ M/s
(sole applicant/ Lead Member/ Member/ Affiliate) on behalf of (bidder/firm/company)
..... do hereby declare and solemnly affirm that the
individual/firm/company agree to abide this bid for a period 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.

Dated this the.....day of 2020

Name of bidder/supplier

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

UNDERTAKING REGARDING NOT BLACKLISTED

I/we/ M/s
(sole applicant/ Lead Member/ Member/ Affiliate) on behalf of (bidder/firm/company)
..... 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 & Seal of the
Authorized Signatory of the bidder/supplier
Address.....**

UNDERTAKING OF INVESTMENT

I/we/ M/s
(sole applicant/ Lead Member/ Member/ Affiliate) on behalf of (bidder/firm/company)
..... do hereby declare and solemnly affirm that the
individual/firm/company agree to invest minimum cash up to 25% of contract value of work, during
implementation of work

Dated this the.....day of 2020

Name of bidder/supplier

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

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.

ORDERS BY THE GOVERNOR OF ASSAM

NOTIFICATION

Dated: Dispur, the 12th July, 2018

No. RBPC-85/2017/25: It has been observed that unreasonably lower rates quoted by some of the civil works contractors vis-à-vis the approved estimated cost, has been adversely affecting the quality of works as well as timely completion of the works and on the other hand, unreasonable higher rates quoted by some of the civil works contractors puts undue pressure on the State's exchequer and therefore in the interest of public service, the Governor of Assam is pleased to notify the following principle for award of all the Civil Works contracts under the Assam PWRD, whereby "variation of the quoted price upto 5% (positive or negative) over the approved estimated cost of a Civil Work may be ignored; and variation of the quoted price up to 10% (positive or negative) may be allowed for peculiar situations and in special circumstances, and the reasons for allowing to do so shall be placed on record by the officer(s) responsible for accepting the tenders/bids; tenders/bids beyond this limit shall not be accepted". The above principle shall come into force with effect from 15th July 2018 and shall prevail until further orders.

12/10/18
14/8/18
14/8/18

AEE, Lomn
of Circulate
14/8/18

(Rajesh Kempri)
Commissioner & Special Secretary
to the Govt. of Assam, PWRD

Dated: Dispur, the 12th July, 2018

Memo No. RBPC-85/2017/25 - A

Copy to the :

- 1) Principal Secretary to the Hon'ble Chief Minister, Assam, Dispur, Guwahati-6.
- 2) P.S. to the Hon'ble Finance Minister, Assam, Dispur, Guwahati-6.
- 3) P.S. to the Hon'ble Minister, PWD, Assam, Dispur, Guwahati-6.
- 4) P.S. to the Hon'ble Minister of State, PWD, Assam, Dispur, Guwahati-6.
- 5) S.O. to the Chief Secretary, Assam, Dispur, Guwahati-6.
- 6) Accountant General (A&E), Assam, Maidamgaon, Beltola, Guwahati-29
- 7) Additional Chief Secretary, PWD / Finance Deptt. / T&D Deptt, Dispur, Guwahati-6.
- 8) Commissioner & Spl. Secretary, P.W. (Building & NH) Department, Dispur, Guwahati-6.
- 9) P.S. to the Commissioner & Spl. Secretary, PWRD, Dispur.
- 10) Secretary to the Govt. of Assam, PWRD, Dispur, Guwahati-6.
- 11) Chief Engineer, PWRD, (Roads/Border Roads & NEC works/ARIASP&RIDF), Assam, for necessary action.
- 12) Deputy Director/Publisher, Assam Government Press, Bamunimaidani, Guwahati 21 with the request to publish the notification in the Extra Ordinary Issue of the Assam Gazette immediately and supply 20 (twenty) copies to this Department after publication.
- 13) Deputy Commissioners of all the Districts for information and needful.
- 14) Deputy Secretary, Finance (EC-II) Department, Dispur, with reference to the concurrence of the Finance Department conveyed vide endorsement dated 1st June 2018.
- 15) All Addl Chief Engineers/Supdt. Engineers/ Es. Engineers, PWRD for information & needful.
- 16) Deputy Secretary (Budget/ Works/Materials) /Under Secretary (Planning/ Communication/ Establishment/ Audit)/ OSD to the Hon'ble Minister of State, PWRD; OSD (Technical)/ OSD (IT), PWRD for info. & needful.
- 17) All Superintending Engineer / Executive Engineer / Asst. Executive Engineer, PWRD, for info. & needful by order etc.