



GOVERNMENT OF ASSAM

BIDDING DOCUMENT

for

RE-RETENDER FOR THE WORK

**Construction of Mini Fish Feed Mill Shed in 26 (twenty six) Districts
under
RIDF-XXVI**

Package/Group – III(H): DHUBRI



**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

for

RE-RETENDER FOR THE WORK

**Construction of Mini Fish Feed Mill Shed in 26 (twenty six) Districts
under **RIDF-XXVI****

Package/Group – III(H): DHUBRI

CONTENT OF BIDDING DOCUMENTS

SL.	Particulars	Page No.
I	Invitation for Bid (IFB) / Press Notice	3-4
II	Instruction to Bidders (ITB)	5-13
III	Form of Bid	14-15
IV	Bill of Quantity	16-18
V	Undertaking etc.	19-22

SECTION – I

Invitation for Bid

(IFB)

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

RE-REINVITATION FOR BID

Sealed tenders affixing non refundable court fee stamp of Rs. 8.25 (Rupees Eight and paisa twenty five) only are re-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. for the following work. The last date of submission of bid at the office of the undersigned is 7th March, 2022 up to 12.00 Noon. The bids will be opened on the same day at 12.30 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	
				For General	For SC / ST / OBC/ MOBC/ Graduate Engineers		
III	Construction of Mini Fish Feed Mill Shed in 26 (twenty six) Districts Under RIDF-XXVI in following groups:	C	Bongaigaon (1no.)	Rs. 4.62 Lacs	Rs. 9,240.00	Rs. 4,620.00	Rs. 150.00
		D	Cachar (2nos.)	Rs. 9.24 Lacs	Rs.18,480.00	Rs. 9,240.00	Rs. 300.00
		E	Chirrang (1no.)	Rs. 4.62 Lacs	Rs.9,240.00	Rs. 4,620.00	Rs. 150.00
		G	Dhemaji (1no.)	Rs. 4.62 Lacs	Rs. 9,240.00	Rs. 4,620.00	Rs. 150.00
		H	Dhubri (2nos.)	Rs. 9.24 Lacs	Rs.18,480.00	Rs. 9,240.00	Rs. 300.00
		I	Dibrugarh (1no.)	Rs. 4.62 Lacs	Rs. 9,240.00	Rs. 4,620.00	Rs. 150.00
		J	Dima-Hasao (1no.)	Rs. 4.62 Lacs	Rs.9,240.00	Rs. 4,620.00	Rs. 150.00
		L	Golaghat (2nos.)	Rs. 9.24 Lacs	Rs.18,480.00	Rs. 9,240.00	Rs. 300.00
		N	Jorhat (2nos.)	Rs. 9.24 Lacs	Rs.18,480.00	Rs. 9,240.00	Rs. 300.00
		P	KarbiAnglong(1no.)	Rs. 4.62 Lacs	Rs.9,240.00	Rs. 4,620.00	Rs. 150.00
		R	Kokrajhar (1no.)	Rs. 4.62 Lacs	Rs.9,240.00	Rs. 4,620.00	Rs. 150.00
		S	Lakhimpur (2nos.)	Rs. 9.24 Lacs	Rs.18,480.00	Rs. 9,240.00	Rs. 300.00
		T	Morigaon (2nos.)	Rs. 9.24 Lacs	Rs.18,480.00	Rs. 9,240.00	Rs. 300.00
		U	Nagaon (2nos.)	Rs. 9.24 Lacs	Rs.18,480.00	Rs. 9,240.00	Rs. 300.00
		X	Sonitpu (2nos.)	Rs. 9.24 Lacs	Rs.18,480.00	Rs. 9,240.00	Rs. 300.00
		Y	Tinsukia (2nos.)	Rs. 9.24 Lacs	Rs.18,480.00	Rs. 9,240.00	Rs. 300.00
Z	Udalguri (1no.)	Rs. 4.62 Lacs	Rs. 9,240.00	Rs. 4,620.00	Rs. 150.00		

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 1st March, 2022 up to 12.00 Noon on 7th March, 2022.

Sd/-

Director of Fisheries
Assam, Guwahati

Dated 28th February, 2022

Memo No.AF(S)/59/RIDF/2021-22/13350-57

Copy:-(1) The Commissioner&Secretary to the Govt. of Assam, Fishery deptt, for favour of kind information.

(2) The Director Information & Public Relation, Assam, Dispur, Guwahati-6 for information with a request to publish the Invitation for Bid in two consecutive issues of at least two widely circulated news paper [one English & one Assamese daily] on or before 1st March, 2022. Copy emailed to “janasanyogassamadvt@gmail.com”. This has the reference to the earlier re-invitation of bid vide letter No.AF(S)/59/RIDF/2021-22/9881-85 dated 23rd December, 2021

(3) The Deputy Director of Fisheries cum DDO, Directorate of Fisheries, Assam for kind information

(4) The Executive Engineer, Fishery Deptt. for information.

(5) The Web Information Manager, Directorate of Fisheries, Assam for information& necessary action.

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 Invitation for Bids/Press Notice. 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.

2. Source of Funds:

The Director of Fisheries, Assam, Guwahati is going to procure the work/supply from NABARD under RIDF-XXVI scheme. The matching share is 20% beneficiary share and 80% Govt. share. Out of Govt. share 95% is NABARD loan and 5% is State Govt.contribution.

3. One Bid per Bidder

- 3.1 Each bidder shall submit only one bid for one group. A bidder who submits or participates in more than one Bid in a group will cause all the proposals with the Bidder's participation to be disqualified. Each bidder shall submit only one bid for one group. A bidder who submits or participates in more than one Bid in a 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) deleted
 - 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 2018-19, 2019-20, 2020-21 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 2017-18, 2018-19 and 2019-20
 - 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) deleted.
 - 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 7days 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 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 26 (twenty six) Districts
under RIDF-XXVI

Package/Group - III(H): Dhubri

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 2022

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 26 (twenty six) Districts
under RIDF-XXVI

Package/Group - - III(H): Dhubri

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.	16.90 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.	15.00 cum			

3	Soling				
3.01	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.	46.89 sqm			
4	PLAIN CEMENT CONCRETE WORKS				
4.01	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). In proportion 1:3:6	0.17 cum			
5	REINFORCED CEMENT CONCRETE WORKS				
5.01	(A) In substructure up to plinth level: M20 grade concrete or Prop. 1:1.5:3	4.510 cum			
6	REINFORCED CEMENT CONCRETE WORKS				
6.01	(B) In super structure from plinth level up to 1st floor level. M20 grade concrete or Prop. 1:1.5:3	1.570 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. ISI approved super ductile TMT Bar (ii) Other ISI marked	8.65 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: Columns, Pillars, Posts & Strut of square/ rectangular/ polygonal in plan or any shape like Tee/L etc. having plane vertical face	55.49 sqm			
9	Brick work in cement mortar with 1st class brick including racking out joints and curing complete as directed.	4.58 cum			
9.01	(I) In Sub-structure upto plinth level including dewatering if necessary (a) In proportion 1: 4				
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.	2.75 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 embeded in cement mortar and will be measured and paid separately) (A) 112mm thick brick wall (a) In proportion 1: 4	86.80 sqm			

12	Flooring				
12.01	65 mm thick cement concrete floor consisting of 50 mm under layer of cement concrete in prop. 1:3:6 (1cement : 3 coarse sand : 6 coarse aggregate of 25mm and down) and 15 mm thick wearing layer in cement concrete in prop. 1:1:2 (1cement :1 coarse sand : 2 coarse aggregate of size 10mm down) laid in panels and finished with a floating coat of neat cement finish (using cement slurry for bond @ 2.75 kg. per square metre of floor area) including curing etc. complete as directed.	33.00 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. b) 20mm	8.50 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. b) In cement mortar 1:4	86.80 sq.m			
14.01	A) On rough side				
15	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. b) In cement mortar 1:4	86.80 sq.m			
15.01	B) On fair side				

16	Cement 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.	161.60 sqm			
17	water proofing weather coat paint				
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)	80.80 sqm			
18	Wall painting plastic emulsion				
18.01	Wall painting (two coats) with plastic emulsion paint approved brand and manufacture (Asian paint/ Berger paint/ ICI paint/ J & N paint/ Nerolac) on new surface to give an even shade after thoroughly brushing the surfaces free from mortar droppings and other foreign matter and sand papered smooth. (a)Plastic Emulsion Paint of approved brand and manufacture (Asian paint/ Berger paint/ ICI paint/ J & N paint/ Nerolac)	80.80 sqm			

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 length 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.	7.20 sqm			
20	Primer over steel				
20.01	Applying primary coat over new steel and other metal surface over 100m in width or girth after preparing the surface by thoroughly cleaning oil, grease, dirt and other foreign matter and scoured with wire brushes, fine steels, wood scrapers and sand paper. a). With ready mixed "red-lead/ red oxide" primer.	14.40 sqm			
21	Painting over steel				
21.01	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. b). High gloss (Asian paint/ Berger paint/ ICI paint/ J & N paint/ Nerolac).	14.40 sqm			

22	roof truss :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.	8.56 Qntl			
23	Pre Painted Steel Roofing				
23.01	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.) Dyna roof /Wonder Roof / Durakolar (ii) 0.50mm thick	41.79 sqm			
24	Prepainted steel ridging				
24.01	Providing Pre Painted Steel Tile Sheet accessories at all levels including fitting and fixing self drilling, self tapping screws complete.. Dyna roof/ Wonder Roof/ Durakolor (ii) 0.50 mm thick	3.72 sqm			
25	Supplying with fitting and fixing sheet steel, phosphatised, powder painted single door surface mounting MCB DB incorporated with bas-bar, Neutral link, Earth Bar and din rail etc. fitted on wall with grouting nuts and bolts as required complete with making necessary connection as approved specified and directed by the depts. 8way SPN single door	1 No.			

26	Wiring fan/light point				
26.01	Wiring for light/ fan/ call bell point with 2x1.5 sq mm P.V.C. insulated single core unsheathed industrial (Multistrand) cable FR conforming to IS-694: 1990 with flexible bright annealed electrolytic copper conductor for voltage grade up to 1100 volts (Finolex /RR Kabel /Nicco / Anchor or Equivalent Make as approved by the Deptt.) with flat 19 mm ISI marked casing 'n' capping (AKG / Precision/ Presto Plast/Polycab/ MW or equivalent make as approved by the Deptt.) in surface system, including 6 Amp flush type switch/ bell push (Anchor Penta/Gold medal /Kolor kany.Kom/ Havells or equivalent make as approved by the Deptt.) GI/ MS switch board (ISI marked) half conceal on wall with phenolic laminated sheet cover ,ceiling rose (Anchor/Gold medal /Kolor kany.Kom / Havells or equivalent make as approved by the Deptt.) etc. complete as directed and specified by the Deptt. long point up to 10.00metre length	5 No.			
27	Supplying with fitting and fixing single Pole 10 KA 240/415V 50Hz MCB of the following capacity complete with making necessary connection as approved, specified and directed by the deptt. 3.D Series (ABB, Schneider MG, Legrand, Hager, Crabtree Xpro make) 6 to 32A	4 Nos.			
28	Wiring for 5/6 pin 16 Amps power plug point with 4 sq. mm. P.V.C. insulated single core unsheathed industrial (Multistrand) cable FR conforming to IS-694: 1990 with flexible bright annealed electrolytic copper conductor for voltage grade up to 1100 volts (Finolex /RR Kabel /Nicco / Anchor or Equivalent	4 Nos.			

	Make as approved by the Deptt.) with flat 19 mm ISI marked casing 'n' capping (AKG / Precision/ Presto Plast/Polycab/ MW or equivalent make as approved by the Deptt.) in surface system, including providing and fixing 5/6 pin 16 Amps flush type socket outlets and 16 Amps flush type switch (Anchor penta /Gold medal /Kolor kany.Kom/Havells or equivalent make as approved by the Deptt.),GI/ MS switch board (I.S.I. marked) with phenolic laminated sheet cover earth continuity with 2.5 sq. mm cable to the 3rd pin of the socket as required complete. Long point up to 10.00 metre. Length.				
29	Wiring for drawing sub-main line with P.V.C. insulated single core unsheathed industrial (Multistrand) cable FR conforming to IS-694: 1990 with flexible bright annealed electrolytic copper conductor for voltage grade up to 1100 volts (Finolux /RR Kabel /Nicco / Anchor or Equivalent Make as approved by the Deptt.) in surface flat ISI marked casing 'n' capping (AKG / Precision/ Presto Plast/Polycab/ MW or equivalent make as approved by the Deptt.) system including earth continuity. : With 2x4sq.mm+earth continuity with 1x2.5sq.mm cable in flat 19mm II marked casing 'n' capping system.	10 r.m.			
Total amount(in Figures) for One Mini Fish Feed Mill Shed					
Total amount (in Figures) for Two Mini Fish Feed Mill Shed					
Total amount (in Word) for Two Mini Fish Feed Mill Shed					

Dated this the.....day of 2021

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 2022

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 2022

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 2022

Name of bidder/supplier

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

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.

15/8/18
P.W.D. Guwahati
14/8

AEE, Lomn
9/ Circulate
14/8/18


(Rajesh Kempf)
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, Bamunimaidam, 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/ Ex-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.