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GOVERNMENT OF ASSAM
DEPARTMENT OF FISHERIES

REQUEST FOR PROPOSAL

for the work

“Event Management and logistics support for Celebration of World Fisheries Day at Directorate of Fisheries, Assam for the year 2023-24”

In Group - B

RFP Ref. No.: AF(S) 156/SOPD/WFD/2023-24/9623-29 Dated 04/11/2023



Issued by:

Director of Fisheries
Meen Bhawan, Gopinath Nagar
Guwahati, Assam, India – 781 016
Phone- 0361-2545104; Email: dirfishassam2019@gmail.com

GOVERNMENT OF ASSAM
Directorate of Fisheries
Meen Bhawan, Gopinath Nagar,
Guwahati, Assam, India-781016

Request for Proposal for the work “Event Management and logistics support for Celebration of World Fisheries Day at Directorate of Fisheries, Assam for the year 2023-24”

(Two-Envelope Bidding Process)

Time Schedule for the bids

RFP Ref. No.: AF(S) 156/SOPD/WFD/2023-24/9623-29 Dated 04/11/2023

Sl.	Schedule	Start Date	Start Time	End Date	End Time
1	Tender Publishing Date	4-11-2023	4.30 PM	09-11-2023	12.00 Noon
2	Tender download	4-11-2023	4.30 PM	09-11-2023	12.00 Noon
4	Bid Submission Date	4-11-2023	4.30 PM	09-11-2023	12.00 Noon
6	Bid Opening Date	09-11-2023	12.30PM	----	-----

In the event of date of bid opening a holiday, the activities will take place on the next working day

Place of opening bids: Directorate of Fisheries, Assam, Meen Bhawan, Guwahati-16.

Officer inviting bids: Director of Fisheries, Assam, Guwahati-16.

Sd/-
Director of Fisheries
Assam, Guwahati

1.

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PART I

Section 1a. RFP Notice

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

Request For Proposal

The Directorate of Fisheries, Assam, Guwahati requests for proposal from reputed, experienced firms/event mangers/ individual in prescribed document for RFP affixing court fee stamp of Rs. 8.25 (Rupees Eight & paisa twenty-five) only along with EMD/Bid security & Tender Processing fee to execute the following work in connection with celebration of World Fisheries Day to be held on 21st November/ 2023 at Meen Bhawan premises, O/o the Director of Fisheries, Guwahati.

The last date of submission of proposal at the office of the undersigned is 9th November, 2023 up to 12.00 Noon. The bids will be opened on the same day at 12.30 pm where the contractors/service providers or their authorized representative may be present.

Group	Name of Event	Approximate Value of work (Rs.)	EMD (Rs.)		Tender Processing Fee (Rs.)
			For General	For SC / ST / OBC/ MOBC	
A	Event Management and logistics support for Celebration of World Fisheries Day at Directorate of Fisheries, Assam in Group-A (Banner, Venue arrangement, Stationery item, Memento, Gift, Bouquet, Gamosha, Still&Video photography, Electricity Generator, Printing, Painting, Cleaning etc. for apprx. 500 participants)	2,70,000.00	5,400.00	2,700.00	100.00
B	Event Management and logistics support for Celebration of World Fisheries Day at Directorate of Fisheries, Assam in Group-B (Providing Refreshment with catering service etc. for apprx. 500 participants)	2,66,700.00	5,334.00	2,667.00	100

Intending contractors/service providers may see the details and download the **Bidding document** from the website “<https://sppp.assam.gov.in>” and “<https://fisheriesdirector.assam.gov.in>” of the Deptt. of Fisheries, Assam from 4th Nov, 2023 up to 12.00 Noon on 9th Nov, 2023.

Sd/-

Director of Fisheries
Assam, Guwahati

Dated 4th Nov, 2023

Memo No.AF(S) 156/SOPD/WFD/2023-24/9623-29

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

(2) The Jt. Director of Fisheries, Assam for kind information

(3) The Executive Engineer, Fishery Deptt. for kind information.

(4) The DDO, Directorate of Fisheries, Assam for kind information

(5) The NO, SPPP, Directorate of Fisheries, Assam for information& necessary action.

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

(7) Notice Board

Sd/-

Director of Fisheries
Assam, Guwahati

Section 1b. Letter of Invitation

RFP Ref. No.: AF(S) 156/SOPD/WFD/2023-24/9623-29 Dated 04/11/2023

Dear Sir / Madam,

1. The Fisheries Department, Govt. of Assam invites firms to submit proposal as per the attached RFP Document.
2. A firm will be selected under QCBS method and procedures and in a Technical Proposal format as described in this RFP Document.
3. The RFP includes the following documents:
Section 1 - Letter of Invitation
Section 2 - Instructions to Contractors/service providers and Data Sheet
Section 3 - Technical Proposal
Section 4 - Financial Proposal
Section 5 - Terms of Reference
Section 6 - Standard Form of Contract – Lump sum based
4. Details on the proposal's submission date, time and address are provided in Time Schedule of RFP document.
5. Bids must be submitted offline at the office of the undersigned on or before the deadline. The 'Qualification' and 'Technical' Folder will be opened as specified in the Bid Data Sheet. Any bid or modifications to bid (including discount) received outside procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time.
6. Bid Security amount indicated in the RFP Notice must be deposited in the form as stated in the clause 19.6 of ToR.
7. The non-refundable tender processing fee as specified in the procurement portal must be deposited with the tender in the form as stated in the clause 19.6 of ToR.
8. Power of Attorney, if any, needs to be submitted in hard copy with the tender to the office of the undersigned.
9. Bids will be opened in the presence of contractors/service providers or their designated representatives who choose to attend.
10. The Employer shall not be held liable for any delays. Even through in case of any corrigendum / addendum / bid updates in the website, the Employer shall not be liable for any information not viewed by the contractors/service providers. It is the prerogative of the contractors/service providers to verify the website for the latest information related to the tender.

Yours sincerely,

Sd/-

Director of Fisheries
Meen Bhawan, Gopinath Nagar,
Guwahati, Assam, India – 781 016
E-mail: dirfishassam2019@gmail.com

Section 2. ITC
Instructions to Contractors/Service providers and Data Sheet

A. General Provisions	
1. Definitions	<ul style="list-style-type: none"> i. “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Contractors/service providers. ii. “Applicable Law” means the laws and any other instruments having the force of law in India, or as they may be issued and in force from time to time. iii. “Client” means the procuring entity that signs the Contract for the Services with the selected Contractors/service providers. iv. “Contractors/Service Provider” means a legally-established professional firm or an entity that may provide or provides the Services to the Client under the Contract. v. “Contract” means a legally binding written agreement signed between the Client and the Contractors/Service Provider vi. “Data Sheet” means an integral part of the Instructions to Contractors/service providers (ITC) Section 2 that is used to reflect assignment conditions to supplement, but not to overwrite, the provisions of the ITC. vii. “Day” means a calendar day. viii. “Government” means the Government of Assam. ix. “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Contractors/service providers and maximum of three, where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract. The evaluation of technical eligibility shall encompass the combined qualifications of the Joint Venture (JV) members, while the assessment of financial eligibility shall pertain to any single member within the JV. x. “ITC” (this Section 2 of the RFP) mean the Instructions to Contractors/service providers that provide the shortlisted Contractors/service providers with all information needed to prepare their Proposals. xi. “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Contractors/service providers. xii. “Proposal” means the Technical Proposal and the Financial Proposal of the Contractors/service providers. xiii. “RFP” means the Request for Proposals to be prepared by the Client for the selection of contractors/service providers. xiv. “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP. xv. “Services” means the work to be performed by the Contractors/service providers pursuant to the Contract. xvi. “Sub-contractors/service providers” means an entity to whom the Contractors/service providers intends to subcontract any part of the Services while remaining responsible to the Client

	<p>during the performance of the Contract.</p> <p>xvii. “TORs”(this Section 5 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Contractors/service providers, and expected results and deliverables of the assignment.</p>
<p>2. Introduction</p>	<p>2.1 The Client named in the Data Sheet intends to select a contractors/service providers from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The Contractors/service providers are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Contractors/service providers.</p> <p>2.3 The Contractors/service providers should familiarize themselves with the local conditions and take them into account in preparing their Proposals; The Client will timely provide, at no cost to the Contractors/service providers, the inputs, relevant project data, and reports required for the preparation of the Contractors/service providers’ Proposal as specified in the Data Sheet.</p>
<p>3. Conflict of Interest</p>	<p>3.1 Conflict of Interest for a Procuring Entity or its personnel and contractors/service providers is considered to be a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.</p> <p>3.2 A Procuring Entity or its personnel may be considered to be in Conflict of Interest in situations including, but not limited to, the following-</p> <p>3.3 Conflict of Interest occurs when the private interests of a Procuring Entity or its personnel, such as personal, non-official, extra- professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official;</p> <p>3.4 Within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Procuring Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procuring Entity or its personnel in a position of obligation;</p> <p>3.5 Conflict of Interest also includes the use of assets of the Procuring Entity including human, financial and material assets, or the use of the office of the procuring entity or knowledge gained from official functions for private gain or to prejudice the position of someone the Procuring Entity or its personnel does</p>

	<p>not favors;</p> <p>3.6 Conflict of Interest may also arise in situations where the Procuring Entity or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favor, to benefit directly or indirectly from the decision or action of the Procurement Entity;</p> <p>3.7 The situations in which contractors/service providers participating in a procurement process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following–</p> <ul style="list-style-type: none"> a) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the procurement process or execution of contract; b) If they receive or have received any direct or indirect subsidy from any other contractors/service providers; c) If they have the same legal representative for purposes of the bid; d) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another; e) If they participate in more than one bid in the same bidding process; f) If they have controlling partners in common; g) If a contractors/service providers or any of its affiliates participated as a contractors/service providers in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in any way; <p>3.8 In the ‘Technical Proposal Submission Form ’ to be submitted by the contractors/service providers, as per format given in Section 3: “Technical Proposal–Standard Forms”, all Contractors/service provider shall provide a signed statement that the Contractors/service providers, (including all members of JV and Sub-Contractors/service providers, if any) is neither associated nor has been associated directly or indirectly with the contractors/service providers or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract;</p> <p>3.9 In case of a holding company having more than one independent unit or more than one unit having common business ownership or management, only one unit shall be allowed to submit proposal or quote to prevent any conflict of interest. Similar restrictions shall apply to closely related sister or subsidiary companies. Such contractors/service providers must proactively declare such sister or subsidiary company or common business or management units in similar lines of business;</p>
<p>4. Unfair Competitive Advantage</p>	<p>Fairness and transparency in the selection process require that the Contractors/service providers or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided</p>

	<p>services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Contractors/service providers together with this RFP all information that would in that respect give such Contractors/service providers any unfair competitive advantage over competing Contractors/service providers.</p>
<p>5. Code of Integrity</p>	<p>5.1 The Client and all officers or employees of the Client, whether involved in the procurement process or otherwise, or Contractors/service providers and their representatives or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.</p> <p>5.2 The Client and Contractors/service providers shall uphold the Code of Integrity, which prohibits officers or employees of a Client or a person participating in a procurement process the following:</p> <ul style="list-style-type: none"> i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process; ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; iii) any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process; iv) improper use of information shared between the procuring entity and the contractors/service providers with an intent to gain unfair advantage in the procurement process or for personal gain; v) any financial or business transactions between the contractors/service providers and any officer or employee of the procuring entity, who are directly or indirectly related to tender or execution process of contract; vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process; vii) any obstruction of any investigation or audit of a procurement process; viii) making false declaration or providing false information for participation in – <ul style="list-style-type: none"> a) tender process or to secure a contract; b) disclosure of Conflict of Interest; c) disclosure by the Contractors/service providers of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity <p>5.3 In case of any breach of the Code of Integrity by a Contractors/service providers or a prospective Contractors/service providers, as the case may be, the Client after giving a reasonable opportunity of being heard, may take appropriate measures including –</p> <ul style="list-style-type: none"> a) exclusion of the Contractors/service providers from the procurement process;

	<ul style="list-style-type: none"> b) calling off of pre-contract negotiations; c) recovery of payments made by the Client along with interest thereon at bank rate; d) cancellation of the relevant contract and recovery of compensation for loss incurred by the Client; e) Debarment of the contractors/service providers from participation in future procurements of any Procuring Entity for a period not exceeding three years.
<p>6. Eligibility</p>	<p>6.1 Contractors/service providers shall be a natural person, private entity, government- owned entity or, any combination of these having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Act and Jurisdiction in India or any other country with which India has not banned trade relations.</p> <p>6.2 Contractors/service provider should not have a Conflict of Interest as prescribed and specified in ITC Para 3, which materially affects fair competition;</p> <p>6.3 In addition, any contractors/service providers participating in the procurement process shall–</p> <ul style="list-style-type: none"> i) have fulfilled his obligation to pay such of the tax payable to the Central Government or the State Government or any local authority; ii) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; iii) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; iv) not have been debarred by any procuring Entity under the State Government, the Central-Government, Autonomous body, Authority by whatever name called under them, <u>as on date of submission of bid</u> v) This Invitation for Bids is open to bidders who are a Registered Supplier/Firm as mentioned in NIQ. vi) The Bidders are required to produce the original documents for verification by the Bid Evaluation Committee as and when asked for. vii) The Bidder should submit all necessary documents as specified in the NIQ.

B. Preparation of Proposals	
7. General Considerations	In preparing the Proposal, the Contractors/service providers are expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	The Contractors/service providers shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Contractors/service providers.
9. Language	The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Contractors/service providers and the Client, shall be written in English language.
10. Documents Comprising the Proposal	The Proposal shall comprise the documents and forms listed in the Data Sheet .
11. Only One Proposal	The Contractors/service providers (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If Contractors/service providers, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-contractors/service providers in more than one Proposal when circumstances justify and if stated in the Data Sheet .
12. Bid Validity	12.1 90 days
13. Extension of Validity Period	13.1 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Contractors/service providers who submitted Proposals prior to the submission deadline to extend the Proposals' validity. 13.2 The Contractors/service providers have the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
14.	deleted
15. Sub-contracting	The Contractors/service providers shall not subcontract the whole of the Services.
16. Clarification and amendment of RFP	16.1 Should the Client deem it necessary to amend the RFP, it shall do so following the procedure described below: a) At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment. Such amendment(s) shall be published on the procurement portal and Client's website, if any as specified in the BDS and the same shall be binding on all shortlisted Contractors/service providers. b) If the amendment is substantial, the Client may extend the

	proposal submission deadline to give the shortlisted Contractors/service providers reasonable time to take an amendment into account in their Proposals.
17. deleted	
18. Technical Proposal Format and Content	<p>18.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive. Failure to comply with this requirement will make the Proposal non-responsive.</p> <p>18.2 Depending on the nature of the assignment, the Contractors/service providers is required to submit a Technical Proposal as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.</p>
19. Financial Proposal	<p>19.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment,</p> <p>19.2 The Contractors/service providers and its Sub-contractors/service providers are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes is provided in the Data Sheet.</p> <p>19.3 The Contractors/service providers shall express the price for its Services in Indian Rupees only.</p>
C. Submission, Opening and Evaluation	
20. Submission, Sealing, and Marking of Proposals	21.1 Cl.13 of ToR may be referred to.
21. Confidentiality	<p>21.2 From the time the Proposals are opened to the time the Contract is awarded, the Contractors/service providers should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Contractors/service providers who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> <p>21.3 Any attempt by shortlisted Contractors/service providers or anyone on behalf of the Contractors/service providers to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing sanctions procedures of Govt. of Assam.</p> <p>21.4 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of award of Contract, if a contractors/service providers wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
22. Opening of Technical Proposals	<p>22.1 The opening date and time are stated in the Data Sheet.</p> <p>22.2 Cl.17 of ToR may be referred to.</p>
23. Evaluation of Technical Proposals	23.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of

	Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.
24. Financial Proposals for QBS	<p>24.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Contractors/service providers is invited to negotiate the Contract.</p> <p>24.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Contractors/service providers is considered by the Client's evaluation committee.</p>
25. deleted	
26. Correction of Errors	<p>26.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p> <p>26.2 The Contractors/service providers are deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC Para 28 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.</p>
27. Taxes	The Client's evaluation of the Contractors/service providers' Financial Proposal shall exclude taxes and duties in accordance with the instructions in the Data Sheet.
28. Combined Quality and Cost Evaluation <ul style="list-style-type: none"> a. Quality-and Cost-Based Selection (QCBS) b. Fixed-Budget Selection (FBS) c. Least-Cost Selection 	<p>28.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Contractors/service providers achieving the highest combined technical and financial score will be invited for negotiations.</p> <p>28.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC Para 17.1.d) of the Data Sheet shall be rejected.</p> <p>28.3 The Client will select the Contractors/service providers that submitted the highest- ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Contractors/service providers to negotiate the Contract.</p> <p>28.4 In the case of Least-Cost Selection (LCS), the Client will select the Contractors/service providers with the lowest evaluated total price among those contractors/service providers that achieved the minimum technical score, and invite such Contractors/service providers to negotiate the Contract.</p>
D. Negotiations and Award	
29. Negotiations <ul style="list-style-type: none"> a. Financial 	<p>29.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Contractors/service providers' representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Contractors/service</p>

<p>Negotiations</p>	<p>providers.</p> <p>29.2 The financial negotiations include the clarification of the Contractors/service providers’ tax liability and how it should be reflected in the Contract.</p> <p>29.3 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p>
<p>30. Conclusion of Negotiations</p>	<p>30.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Contractors/service providers’ authorized representative.</p> <p>30.2 If the negotiations fail, the Client shall inform the Contractors/service providers in writing of all pending issues and disagreements and provide a final opportunity to the Contractors / service providers to respond. If disagreement persists, the Client shall terminate the negotiations informing the Contractors/service providers other reasons for doing so. The Client will invite the next-ranked Contractors/service providers to negotiate a Contract. Once the Client commences negotiations with the next-ranked Contractors/service providers, the Client shall not reopen the earlier negotiations.</p>
<p>31. Award of Contract</p>	<p>31.1 The Contractors/service providers is expected to commence the assignment on the date and at the location specified in the DataSheet.</p> <p>31.2 Cl.23 of Tor may be referred to</p>
<p style="text-align: center;">Additional Conditions</p>	
<p>32. Bid Processing Fee and Bid Security</p>	<p>32.1 The Contractors/service providers shall furnish as part of its bid, the requisite bid processing fee and a Bid Security, if required, as specified.</p> <p>32.2 The requisite bid processing fee has to be paid in the method as detailed in Clause 32.3 hereunder.</p> <p>32.3 The Bid Processing Fee and Bid Security shall be in the amount specified and shall be denominated in Indian Rupees.</p> <p>32.4 It should be substantially in accordance with one of the forms of Bid security included in Section 5.</p> <p>32.5 It should be submitted in its original form; copies will not be accepted; remain valid for a period of 45 days beyond the validity period of the bids; as extended, if applicable.</p> <p>32.6 The Bid Security of unsuccessful Contractors/service providers shall be returned as promptly as possible upon the successful Contractors/service providers’ furnishing of the Performance Security pursuant to ITC Clause 33.</p> <p>32.7 The Bid Security may be forfeited: a) (If the Bidder withdraws the Bid after Bid opening during</p>

	<p>the period of Bid Validity;</p> <p>b) If the Bidder does not accept the correction of the Bid Price, pursuant to Clause 18; or</p> <p>c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:</p> <p>i) Sign the Agreement; or</p> <p>ii) Furnish the required Performance security.</p>
<p>33. Performance Security</p>	<p>33.1 Within seven (3) days of the receipt of notification of award from the Purchaser, the successful Contractors/service providers, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section 6 Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Contractors/service providers to each unsuccessful Contractors/service providers and discharge the Bid Securities of the unsuccessful contractors/service providers.</p> <p>33.2 Failure of the successful Contractors/service providers to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Contractors/service providers, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.</p> <p>33.3 Cl.22 of ToR may be referred to.</p>
<p>34. Right to Reject all Proposals</p>	<p>The Client reserves the right to cancel the bid proceedings at any point of time and reject all bids without assigning any reasons thereof.</p>
<p>35. Liquidated Damage</p>	<p>If the selected contractors/service providers failed to complete the projects within the stipulated period, the department shall be entitled to recover 01% of the value for each week of delay or part thereof subject to a maximum of 10% of the contract value. If the work is not completed beyond LD period, penal action including forfeiture of Performance Guarantee will be initiated. In this connection, decision of the Director of Fisheries will be the final.</p>

Instructions to Contractors/service providers

A. Data Sheet

A. General	
ITC Para Reference	Particulars
2.1	<p>Name of the Client: Director of Fisheries, Govt. of Assam</p> <hr/> <p>Method of selection: Quality and Cost based Selection (QCBS) as described in the RFP Document</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: “Event Management and logistics support for Celebration of World Fisheries Day at Directorate of Fisheries, Assam for the year 2023-24”</p>
B. Preparation of Proposals	
10.1	<p>The Proposal shall comprise the following:</p> <p><u>Technical Proposal :</u></p> <p style="padding-left: 40px;">1stFolder with the Technical Proposal:</p> <p style="padding-left: 80px;">(1) Power of Attorney to sign the Proposal (2) Contractors/service providers Eligibility Documents (3) Proof of Bid Security Submission / Bank Guarantee (4) All other documents asked for by client</p> <p><u>Financial Proposal :</u></p> <p style="padding-left: 40px;">2nd Folder with the Financial Proposal:</p> <p style="padding-left: 80px;">(1) FIN-1 (i.e., Form of Bid) (2) FIN-2 (i.e., BoQ1)</p>
12.1	Proposals must remain valid for 90 days after the proposal submission deadline
17.1 a)	<p>Shortlisted Contractors/service providers may associate with</p> <p>(a) non-shortlisted contractors/service providers(s):No</p> <p>Or</p> <p>(b) other shortlisted Contractors/service providers: No</p>
18.2	All documents reqd. in Technical Proposal are to be submitted Insufficiency of Technical Proposal may lead to the Proposal being deemed non-responsive to the RFP requirements
19.2	The information on the Contractors/service providers’ tax obligations can be found at: https://www.gst.gov.in/
C. Submission, Opening and Evaluation	

<p>20.8 and 20.10</p>	<p>The Proposals must be submitted no later than time and date mentioned in the Time Schedule</p> <p>The Proposal should be submitted offline to the Director of Fisheries, Assam, Guwahati</p>
<p>24.1 (for FTP)</p>	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:Points</p> <p>(i) Specific experience of the Contractors/service providers (as a firm) relevant to the Assignment: 70</p> <p>(a) The Contractors/service providers should have experience of successfully executing similar works of value Rs. One lac or more in any Govt. Deptt. of Assam during last five years.....20</p> <p>(b) Experience of successfully executing similar works in Deptt. of Fisheries, Assam during last five years.....50</p> <p>(ii) Adequacy and compliance with the Terms of Reference (TORs): 30</p> <p><i>{Notes to Contractors/service providers: The Client will assess the bidders qualifications and their adequacy & compliance with the TOR }</i></p> <p>-----</p> <p>(iii) Total points for the two criteria: 100</p> <hr/> <p>The minimum technical score (St) required to pass is: 70</p> <p><i>Note: Only those contractors/service providers, who are evaluated to be eligible as per Terms of Reference will be financially evaluated.</i></p>
<p>28.1</p>	<p>For the purpose of the evaluation, the Client will exclude GST payable on services.</p>
<p>29.1 (QCBS only)</p>	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (F) Proposals are:</p> <p>T = 70 %,and</p>

	<p>F= 30 %</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times F\%$.</p>
	D. Negotiations and Award
30.1	<p>Expected date and address for contract negotiations: Date: 15thNov, 2023</p> <p>Address: Directorate of Fisheries, Meen Bhawan, Gopinath Nagar, Ulubari, Guwahati, Assam – 781 016</p>
32.2	<p>Expected date for the commencement of the Services: Date: 16th Nov, 2023 at Guwahati</p>

Section 3. Technical Proposal – Standard Forms

{Notes to Contractors/service providers shown in brackets { } throughout Section 3 provide guidance to the Contractors/service providers to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal in separate folders” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”]*

{If the Contractors/service providers is a joint venture, insert the following: We are submitting our Proposal a joint venture with:{Insert a list with full name and the legal address of each member, and indicate the lead member}.We have attached a copy {insert:“of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Contractors/service providers’ Proposal includes Sub-contractors/service providers, insert the following: We are submitting our Proposal with the following firms as Sub-contractors/service providers: {Insert a list with full name and address of each Sub-contractors/service providers.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause12.1.
- (c) We have no Conflict of Interest in accordance with ITC3.
- (d) We, along with any of our sub-contractors/service providers, subcontractors, suppliers, or service providers for any part of the contract, are not debarred by Central Government, State Governments, or any Public Undertaking, Autonomous bodies, Authorities under them.

-
- (e) We undertake to observe the Code of Integrity as prescribed in ITC5.
 - (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
 - (g) If our proposal is accepted, we commit to obtain a performance security in accordance with ITB for the due performance of the Contract;

We undertake, I for Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 32.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours

sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Contractors/service providers (company's name or JV's name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

Contractors/service providers Eligibility Documents

Sl. No	Parameters	Eligibility Criteria and Description	Evidence Required
1	Registered Legal Entity	<ul style="list-style-type: none"> • The contractors/service providers should be a legally registered entity in India since last Five years. • The firm must be registered with GSTN in India 	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation/Registration • Valid GSTN no. and copy of Registration Certificate • Contractors/service providers PAN details
2	Experience	<p>(a) The Contractors/service providers should have experience of successfully executing similar works of value Rs. One lac or more in any Govt. Deptt. of Assam during last five years</p> <p>(b) Experience of successfully executing similar works in Deptt. of Fisheries, Assam during last five years</p>	Copies of citations certified by the authorized representative of the Contractors/service providers

Section 4. Financial Proposal (To be submitted in separate envelop)

{*Notes to Contractors/service providers* shown in brackets { } provide guidance to the Contractors/service providers to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1	Form of Bid
FIN-2	BoQ

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM
Form of Bid

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of Rupees {Indicate the amount} {Insert amount in words and figures}, [Insert "including" or "excluding"] of all indirect local taxes in accordance with Clause 28.1 in the Data Sheet. The estimated amount of local indirect taxes is Rupees {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive. We remain,
Yours sincerely,

Authorized Signature {In full and initials}: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/contractors/service providers, in which case the power of attorney to sign on behalf of all members shall be attached}

**FORM FIN-2 SUMMARY OF COSTS
(BOQ)**

The Director of Fisheries,
Assam, Guwahati

1. We offer to Execute the work “Event Management and logistics support for Celebration of World Fisheries Day at Directorate of Fisheries, Assam” at my following quoted rates described below and remedy any defects therein in conformity with the terms & conditions at following rates :

S L.	Item	Qty	Rates quoted by bidder/event manager.			
			Rate Without Tax	Amount	Rate With Tax	Amount
Group B: (Providing Refreshment with catering service etc. for apprx. 500 participants)						
1	Tea-morning as per instruction of Department	For 500 persons				
2	Mid day tea as per instruction of Department	For 400 persons				
3	Lunch as per instruction of Department	For 500 persons				
4	Drinking water bottle (1/2 lit.)	25 cartoons				
5	Drinking water bottle (20 lit.)	20 nos.				
6	Drinking water Dispenser (Hiring Charge)	6 nos.				
			Total Amount without Tax		Total Amount with Tax	

2. We undertake, if our Bid is accepted, to commence the work/supply as soon as in reasonably possible time after the receipt of the award of contract and to complete the work/supply comprised in the Contract within the stipulated time stated in the document.
3. 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.
4. We understand that you are not bound to accept the lowest or any tender you may receive.
5. We undertake, our quoted rates will be same for at least 12 calender months without any enhancement of rates.

Dated this _____ day of _____ /2023

Name of bidder/event manager _____

Signature of bidder/supplier _____

Address _____

Section 5. Terms of Reference

1. Scope of Bid

- 1.1 The Director of Fisheries, Assam, Guwahati-16 invites bids for collection of rates for the supply as stated. The bidders may submit bids for the work detailed in the table given in NIQ.
- 1.2 The Successful bidder will be expected to complete the supply by the intended completion date as specified. The stipulated time may be extended by the undersigned if required.
- 1.3 Throughout this bidding document, the terms 'bid', 'quotation' and 'tender' and their derivatives (bidder / quotationer / tenderer, bid / quotation / tender, bidding / quoting / tendering, etc.) are synonymous.
- 1.4 Quotation is called for collection of rates only. The Director of Fisheries will empanel list of valid bidders to whom supply order will be issued at approved rate for early completion of the procurement

2. Source of Funds:

The Director of Fisheries, Assam, Guwahati is going to procure the work under SOPD subject to accordance of Financial Sanction from competent authority, AFDC and other sources.

3. One Bid per Bidder

- 3.1 Each bidder shall submit only one bid for one package/group. A bidder who submits or participates in more than one Bid 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. Cl. 19.6 may be referred to.

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) Tender Processing fee and EMD/Bid Security in the form specified in Clause 11
- ii) Qualification Information, supporting documents, Certificates, undertaking as specified. (Should be signed on each & every pages)
- iii) Form of Bid/Quotation (neatly filled and signed).

9. Currencies of Bid and Payment

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

10. Bid Validity

10.1 Bids shall remain valid for a period not less than 90 days after the deadline date for bid submission specified in Clause 14. A bid valid for a shorter period shall be rejected by The Director of Fisheries, Assam, Guwahati as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to Clause 10 and undertaking submitted by the bidder, the later shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security that is required.

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

10.3 Deleted.

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

11. Bid Security/EMD

11.1 The Bidder shall furnish, as part of his Bid, a Bid Security in the amount as shown in the Table of NIQ for this particular work. The bid security shall be in favour of the **Director of Fisheries, Assam, Guwahati**, in one of the following forms:

- b) Fixed Deposit Receipt/TDR/Draft/Bankers 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

- b) 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 pages of the bid document, Certificate furnished in support of qualification information and others must be signed by the bidder or a person or persons duly authorized to sign on behalf of the Bidder.
- 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 rates offered should be written both in figure and words and no crossing or overwriting shall be entertained in the Bid. Bidder should submit their rates in the Form of Bid enclosed with bid document. In case of any discrepancy between quoted rates, the rates 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, cess, duties and transportation cost etc. as applicable for the assignment.
- 13.5 All 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. required in connection with the work payable by the Bidder under the contract, or for any other cause shall be included in the rates/prices submitted by the Bidder. No extra amount will be borne by the Department
- 13.6 deleted.
- 13.7 In case of any Bid where unit rate of any item/items appear unrealistic such Bid will be considered as unbalanced and in case the Bidder is unable to provide satisfactory explanation such a Bid is liable to be disqualified and rejected.

B) Sealing and Marking of Bids

- 13.8 The Bidder shall seal the hard copy of the Bid in envelope
- 13.9 Bid to be opened on date&time as specified in NIT.
The contents of Bid will be as specified in Clause 8.1
- 13.10 The envelopes containing the Bid shall
 - c) Be addressed to The Director of Fisheries, Assam, Guwahati.
 - d) 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.

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.

17.7 Deleted.

18. Correction of Errors

18.1 The bids determined to be substantially responsive will be checked by The Tender Committee for any arithmetic errors. Errors will be corrected as follows:

i) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and

ii) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

18.2 The amount stated in the bid will be corrected by The Tender Committee in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:

i) If the Bid price increases as a result of this correction, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;

ii) If the Bid price decreases as a result of this correction, the decreased amount as stated in the bid will be the 'bid price'.

Such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in

accordance with Sub-Clause 11.6 (b).
iii) deleted

19. Terms & Condition:

- 19.1. The bidder should be a Registered Supplier/Firm
- 19.2. No bid/quotation will be accepted after the stipulated date and time as mentioned.
- 19.3. The proposed work may be increased as per need of this office and no payment will be considered against incomplete work and found not satisfactory by this office
- 19.4. The undersigned reserves the right to accept or to reject any or all the bid/quotation without assigning any reasons whatsoever and he does not bind himself to accept the lowest bid.
- 19.5. All taxes including GST, duties, cess, levies, royalty, transportation cost, packaging cost, delivery cost, loading-unloading cost, turnover tax or any other tax on material etc. required in connection with the work payable by the Bidder under the contract, or for any other cause shall be included in the rates, prices submitted by the Bidder. No extra amount will be borne by the Department
- 19.6. The bidders will have to furnish the following with the tender:
 - i) Court Fee stamp of Rs.8.25.
 - ii) 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**”
 - iii) EMD/Bid Security which must be in the form of FDR/TDR/Draft/Banker’s Cheque from any Nationalized/Regional/Scheduled bank payable at Guwahati in favour of “**Director of Fisheries, Assam, Guwahati-16**”.
 - iv) The bidder/bidders submitting tenders in the name of a partnership firm will have to execute and furnish a copy of power of attorney.
 - v) Copy of up to date Trade License.
 - vi) Copy of PAN.
 - vii) Copy of GST registration.
 - viii) Bid validity undertaking that the bid shall remain valid for a period of 90 days after the deadline date for bid submission specified in Clause 10
 - ix) Copy of Income tax return for the last three financial years
 - x) Copies of previous experience certificate for last five financial years
 - xi) Any other document mentioned in this Bid Document.

19.7. Quoted Value/Rate:

- The Bidder may quote his rate in terms of Rupees only.
- The rate/value quoted by the Bidder should be including all the taxes, royalty, cess, duties and GST etc. No extra amount will be considered by the Department.
- The quoted rates will be valid for at least 12 calendar months without any enhancement of rates.

- 19.8. No claim of compensation for submission of quotation: No Bidder shall be entitled to claim any expenses /charges incurred by him or incidental therein in connection with submission of bid.
- 19.9. The Bidders are subjected to disqualification, if they have:
 - i) Made misleading or false representations in the forms, statements and attachments submitted in proof of the requirements.
 - ii) Record of poor performance such as abandoning the assignment, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
 - iii) Indulged in unlawful means in obtaining/submitted Bids.
 - iv) Been black listed by the competent authority.
- 19.10. The successful bidder must have to complete the supply and installation within stipulated time period mentioned in the Press Notice from the date of issue of formal supply order from the

undersigned following signing the agreement with the undersigned and deposit of Performance Security Deposits.

- 19.11 The item after supply & installation, if not found conforming as per specification will be summarily rejected.
- 19.12 Rejected items shall be taken back by the bidder at their own cost and must be replenished immediately.

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 3 (three) days of receipt of the notification of award by the supplier, as a security for due performance of the contract, the supplier shall furnish performance security to the purchaser for an amount equivalent to 10% 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 completion of work/service. 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 get withdrawn and cancelled.

23. AWARD OF CONTRACT:

- a) The technically valid & substantially responsive firms/event managers/ individual bidder who got highest marks in QCBS system during evaluation of bids will be selected and his quoted rate shall be approved by the committee on negotiation.
- b) After fulfillment of criteria in the evaluation process and approval from competent authority the notification of award i.e., L.O.A. (**Letter of Acceptance**) will be issued in favour of selected firms/event manager/individual for execution of the work at approved rates. However, lowest evaluated price shall not be the sole criteria for award of contract.
- c) Within 3 (three) days of receipt of the notification of award i.e., L.O.A, on signing the agreement and submission of **Performance Security Deposit @ 10%** by the empanelled bidders, the Director of Fisheries, Assam will award the contract to the approved bidder.
- d) On acceptance of the Bid, the bidder shall name in writing his accredited representative(s), who would be responsible for taking instructions from the Department.
- e) The undersigned reserves the right of accepting any or all the bids without showing any reasons thereof.
- f) 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 should produce delivery challan in triplicate and invoice/bill in triplicate for making payment.
- c) Payment will be made to the successful bidder on successful event management duly certified & signed by authorized representative and subject to receive of necessary fund from SOPD and AFDC.

25. WHERE THE BIDDER/SUPPLIER WILL QUOTE HIS RATES ? :

The Bidder/Supplier have to quote the rate/value in the “**FIN-1 i.e., Form of Bid**” and “**FIN-2 i.e. BOQ**” 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

PART II

Section 6. Conditions of Contract, Contract Forms and Undertakings

**CONTRACT FOR CONTRACTORS/SERVICE PROVIDERS'
SERVICES
Lump-Sum**

Name of Assignment _____

Contract No. _____

between

[Name of the Client]

and

[Name of the Contractors/service providers]

Dated: _____

I. Form of Contract

LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client]* (hereinafter called the “Client”) and, on the other hand, *[name of contractors/service providers]* (hereinafter called the “Contractors/service providers”).

[If the Contractors/service providers consist of more than one entity, the above should be partially amended to read as follows:“... (hereinafter called the “Client”) and ,on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Contractors/service providers’ obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the“ Contractors/service providers”).]

WHEREAS

- (a) The Client has requested the Contractors/service providers to provide certain services as defined in this Contract (hereinafter called the “Services”);
- (b) the Contractors/service providers, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) RFP document

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the General Conditions of Contract and other conditions in the RFP document

- 2. The mutual rights and obligations of the Client and the Contractors/service providers shall be as set forth in the Contract, in particular:
 - (a) the Contractors/service providers shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Contractors/service providers in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Contractors/service providers or Name of a Joint Venture]*

[Authorized Representative of the Contractors/service providers – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Contractors/service providers *[insert the Name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract

(as per standard General Conditions of Contract)

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 90 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 2023

Name of bidder/supplier

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