



सत्यमेव जयते

GOVERNMENT OF ASSAM

BIDDING DOCUMENT

For

Name of the work:

Construction of Hatchery Shed and Renovation of
Hatchery, Bio-Security in five Nursery Pond under
APART at Islamabad Fish Feed Farm, Bagha, Cachar
District

Package - A



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

Phone- 0361-2545104; Email: dirfishassam@gmail.com
Website: "https://fisheriesdirector.assam.gov.in"

CONTENT OF BIDDING DOCUMENTS

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INVITATION FOR BID (IFB)

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

Press Notice

The Directorate of Fisheries, Assam, Guwahati invites tendering 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 4th September, 2019 up to 2.00 p.m. The bids will be opened on the same day at 2.30 pm where the bidders or their authorized representative may be present. The stipulated time of completion is 3 months.

Package	Name of work	Approximate value of work (Rs.)	Cost of bid document (Rs.)	Category of Contractor	Bid Security	
					Gen	SC / ST / OBC / MOBC / Graduate Engineer
A	Construction of Hatchery Shed and Renovation of Hatchery, Bio-Security in five Nursery Pond under APART at Islamabad Fish Feed Farm, Bagha, Cachar District	18,73,298.00	570.00	Class-II and above	Rs.37,466.00	Rs. 18,733.00

The bid documents must be downloaded from the Departmental website i.e. "<https://fisheriesdirector.assam.gov.in>" from 21st August, 2019 to 4th September, 2019 till 2.00 PM.

Sd/-
Director of Fisheries
Assam, Guwahati

No. AF(S) 369/HU/APART/2018-19/7901-05

Dated the 19th August, 2019

Copy to:-

1. The P.A to the Secretary to the Govt. of Assam, Fishery Deptt., Assam, Dispur for favour of kind appraisal of the Secretary.
2. The Director Information & Public Relation, Assam, Dispur, Guwahati-6 for information with a request to publish the press notice in two consecutive issues of at least two widely circulated news paper [one English & one Assamese daily] on or before 22nd August, 2019 and requested to furnish the circulated copies of the News papers (One copy of the each issue) to the office of the undersigned. Encl- 2 (two) spare copies.
3. The Executive Engineer, Deptt. of Fisheries, Assam, Guwahati for information.
4. Notice board etc.

Sd/-
Director of Fisheries
Assam, Guwahati

INSTRUCTION TO BIDDERS
(ITB)

1. Scope of Bid

- 1.1 The Director of Fisheries, Assam, Guwahati-16 invites bids for the work as stated. The bidders may submit bids for the work detailed in the table given in IFB.
- 1.2 The Successful bidder will be expected to complete the works by the intended completion date as specified.
- 1.3 Throughout this bidding document, the terms 'bid' and 'tender' and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.
- 1.4 Bid Amount: - as detailed in IFB

2. Source of Funds:

The Director of Fisheries, Assam, Guwahati is going to procure the work under World bank funded Project, APART, 2018-19.

3. One Bid per Bidder

- 3.1 Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (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.

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 as information to all the purchasers of the bidding documents. The Director of Fisheries, Assam, and Guwahati will assume no responsibility for not viewing the website by the bidders.
- 6.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, The Director of Fisheries, Assam, Guwahati may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub – Clause 14.2 below.
- 6.4 All amendments issued will be published on the website – "<https://fisheriesdirector.assam.gov.in>". It is the prerogative of the contractors to visit the aforementioned site for corrigendum, addendum and amendment notices.

These notices have to be read in conjunction with the tender document and have to be signed and submitted manually along with the bid.

7. Language of the Bid

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

8. Documents Comprising Bid

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

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

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.

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 or by cable. 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**, in one of the following forms:

- a) DELETED
- b) Bank Guarantee from any Nationalized/Scheduled Indian Bank (A written confirmation in the Bank's letterhead confirming the authenticity of the Guarantee shall be furnished along with the Guarantee).
- c) Fixed Deposit Receipt/TDR 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 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 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.

13. A) SUBMISSION OF BID:

- 13.1 Bid document along with all technical documents should be submitted with signature of the Bidder on each page and should be in a sealed envelope
- 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 rate, 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, inclusive of all prevailing taxes, duties, transportation as applicable for the assignment.
- 13.5 All duties, taxes including GST and other levies payable by the Bidder under the contract, or for any other cause shall be included in the rates, prices submitted by the Bidder. Sales tax, purchase tax, turnover tax or any other tax on material in respects of this contract shall be payable by the Bidder and Government will not entertain any claim whatsoever in respect of the same.
- 13.6 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.
- 13.7 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
- d) Be addressed to The Director of Fisheries, Assam, Guwahati.
 - e) 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.
- 17.7 Deleted.
- 17.8 The Director of Fisheries, Assam, and Guwahati shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 17.6.

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:
- f) 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 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.
- 19.5.1 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.
- 19.5.2 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.
- 19.5.3 The authority will not accept rate/amount quoted by any bidder which is lower than 10% below the estimated cost to avoid poor quality of work/abandoning of work by the contractor. On the other hand the authority will also not accept rate/amount quoted by any bidder which is more than 10% above the estimated cost to avoid undue pressure on State Exchequer.
- 19.5.4 The bidder submitting bid for the second time is not required to submit the cost of bid document
- 19.6 The bidders will have to furnish the following with the tender:
- i) One copy of passport size photographs of the bidder
 - ii) Court Fee stamp of Rs.8.25.
 - iii) Copy of up to date Registration certificate from Engineering Department of State/Central Govt.
 - iv) Cost of Bid Document which must be in the form of Demand Draft from any Nationalised bank/Regional/Scheduled Indian bank payable at Guwahati in favour of "**Director of Fisheries, Assam, Guwahati-16**"

- v) EMD/Bid Security which must be in the form of Bank Draft/Banker's Cheque/FDR/TDR from any Nationalized/Regional/Scheduled bank payable at Guwahati in favour of "**Director of Fisheries, Assam, Guwahati-16**".
- vi) Copy of Single Work orders/Certificate issued by not below the rank of Executive Engineer for work done within the last 3(three) financial years namely 2015-16, 2016-17 and 2017-18. The bidder should execute as a prime contractor at least one civil work 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 taken against the contractor.
- vii) The bidder/bidders submitting tenders in the name of a firm will have to execute and furnish a copy of 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 2015-16,2016-17 and 2017-18
- 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) Copy of Turnover certificate issued by CA/Firm for last three financial year i.e., 2015-16, 2016-17 and 2017-18. The minimum average Turnover in this period should be 40% of the estimated cost.
- xv) Any other document mentioned in this Bid Document.

19.7. Quoted Value/Rate:

- The Bidder may quote his value/rate either in terms of Rupees or in terms of above or below on percentage (%) basis on the estimated cost.
- The rate/value quoted by the Bidder should be including all the taxes, roalty, cess, 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.

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 have minimum average Turnover of 40% of the estimated cost during the last three consecutive financial years as stated.
- 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. 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 7 days of receipt of the Letter of Acceptance the successful bidder shall sign the contract agreement and submit the Performance Security Deposit @ 5% of the estimated amount to the Director of Fisheries, Assam for award of the contract
- c) On acceptance of the Bid, the Bidder may inform the undersigned in writing his accredited representative(s) who 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) Failure of the successful Bidder to comply with the requirements of Sub-Clause 22.b shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

23. 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 concerned DFDO with the help of concerned Junior Engineer shall produce Bill/Vouchers/ MB/APR/photo/progress report/completion report/ handover certificate to the Director of Fisheries, Assam, Guwahati.
- c) The payment to contractor is subjected to release of Financial Sanction from ARIAS Society.

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

The Bidder have to quote the rate/value in the “**Form of Bid**” 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

FORM OF BID

To

The Director of Fisheries,
Assam, Guwahati

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

Package	Item	Total estimated Cost (Rs.)	Total (amount) / (rate as above or below on percentage basis on the estimated cost) to be quoted by bidder. (In figure and word inclusive of all applicable taxes and charges etc.)
A	Construction of Hatchery Shed and Renovation of Hatchery, Bio-Security in five Nursery Pond under APART at Islamabad Fish Feed Farm, Bagha, Cachar District	18,73,298.00	

2. We undertake, if our Bid is accepted, to commence the work as soon as in reasonably possible after the receipt of the notice to commence and to complete the work 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.

Dated this _____ day of _____ /2019

Name of bidder/supplier _____

Signature of bidder/supplier _____

Address _____

UNDERTAKING

1. Certified that I will not claim anything in any shape from the Government if the work order is curtailed or stopped at any stage for want of funds.
2. I, the undersigned, do here by certify that all the statements made in the required attachments are true and correct.
3. I am agree to abide this bid for a period of 180 days for the data fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.
4. The above-mentioned points will form a part of the Contract Agreement.
5. I do here by accept all T& C as per the NIT

Dated this _____ day of _____ /2019

Name of bidder/supplier _____

Signature of bidder/supplier _____

Address _____

