

**Request for Proposal for Supply & Installation of 100 Cages for developing  
Aquaculture Cage Park at Rihand Reservoir in Sonbhadra district of Uttar  
Pradesh**

**Department of Fisheries  
Ministry of Fisheries, Animal Husbandry & Dairying  
Government of India**

**February 2023**

**Tender Inviting Authority(TIA)**

Chief Executive  
National Fisheries Development Board,  
Pillar No: 235, PVNR Expressway, SVPNPA Post,  
Hyderabad-500 052

## **Index**

<b>Sl No.</b>	<b>Particular</b>	<b>Page No.</b>
1	Intruduction	06
2	Objective	06
3	Tentative Location	06
4	Invitation for Bids	07
5	Who can apply	07
6	Minimum Eligibility Criteria	07
7	Definition	08
8	Scope of work	08
9	Terms and Condition	09
10	Instruction to bidders for structuring of bids	13
11	Important notes and Instruction to bidders	14
12	Non responsive bids	15
13	Validity of Offer	15
14	Detailed Scrutiny of E-tender	15
15	For Micro and small Enterprise	15
16	Programme of work and progress report	16
17	Safety Measure	16
18	Power and water	16
19	Keeping all sites and working area clean	16
20	Contract Labour Laws	16
21	Liquidated Damages for delay	17
22	Taxes and Statutory Compliance	17
23	Indemnification	17
24	Mode of Submission	18
25	Selection procedure	20
26	Evaluation of proposal and award	20
27	Timeline for the project completion and Award	22
28	Processing Fee and EMD	22
29	Performance Bank Guarantee	24

Sl No.	Particular	Page No.
30	Condition under REQUEST FOR SUPPLY & INSTALLATION OF CAGES	25
31	Right to NFDB to reject a bid	25
32	Important Notes	25
33	Terms of contract	26
I	ANNEXURE I: Application Form	30
II	ANNEXURE II: Technical Evaluation criteria for proposal	32
III	ANNEXURE III: Format for Qutation as per CPP Portal	33
IV	ANNEXURE IV: Format for BG toward EMD	34
V	ANNEXURE V: Format for BG toward Performance Bank Gurantee	36
VI	ANNEXURE VI: Format for Power of Attorney	39
VII	ANNEXURE VII: Format for Board Resolution	41
VIII	ANNEXURE VIII: Format for Consortium Agreement	43
IX	ANNEXURE IX: Format for Financial Requirement	47
X	ANNEXURE X: Undertaking	50
XI	ANNEXURE XI: Terms & Conditions of Reverse Auction	51
	Disclaimer	54

**National Fisheries Development Board**  
**Pillar No: 235, PVNR Expressway, SVPNPA Post, Hyderabad-500 052**

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**NFDB/Division I/Aquaculture Cage Park /Rihand Reservoir /2021-2022      Dt.**  
**22.02.2023**

**REQUEST FOR PROPOSALS**

National Fisheries Development Board (NFDB) invites Request for Proposals (RFP) on CPP portal from interested and experienced firms/ companies / organizations for the “*Supply & Installation of 100 Cages for developing Aquaculture Cage Park @ Rihand Reservoir in Sonbhadra district of Uttar Pradesh*”. The RfP document containing the details of criteria, submission requirement, objective, scope of work etc. can be downloaded from the website <http://nfdb.gov.in>, [www.dof.gov.in](http://www.dof.gov.in); and <https://www.eprocure.gov.in>

Further details, if any, may be obtained from Executive Director (Technical), National Fisheries Development Board, Pillar No: 235, PVNR Expressway, SVPNPA Post, Hyderabad-500 052 during working hours.

Last date for submission of proposals on CPP portal <https://www.eprocure.gov.in> is **23.03.2023 up to 16:00 hrs**

Chief Executive  
National Fisheries Development  
Board,

**National Fisheries Development Board**  
**Pillar No: 235, PVNR Expressway, SVPNPA Post, Hyderabad-500 052**

**NFDB/Division I/Aquaculture Cage Park /Rihand Reservoir /2022-2023**

**Dt. 22.02.2023**

**LETTER OF INVITATION**

Dear Sir/Madam,

National Fisheries Development Board, Hyderabad invites sealed Proposals from interested and experienced firms/ companies/organizations for the “***Request for Proposal for Installation of 100 Cages for developing Aquaculture Cage Park in Rihand reservoir in Sonbhadra, Uttar Pradesh***”. The RfP document containing the details of criteria, submission requirement, objective, scope of work, and other relevant details is enclosed. The same can also be downloaded from the NFDB website: <http://nfdb.gov.in>, [www.dof.gov.in](http://www.dof.gov.in); and <https://www.eprocure.gov.in>.

You may submit your response in CPP portal <https://www.eprocure.gov.in>

Executive Director (Technical),  
National Fisheries Development Board,  
**Pillar No: 235, PVNR Expressway, SVPNPA Post,**  
**Hyderabad-500 052**

Queries if any may be referred in writing to the Executive Director (Technical), at the above-mentioned address or Telephone No. 040-24000111 or at E-mail: [info.nfdb@nic.in](mailto:info.nfdb@nic.in), [ed-tech3@nfdb.gov.in](mailto:ed-tech3@nfdb.gov.in).  
Contact Person P. Nehru, Executive Director Mobile No: 8978680727, Dr. Ramalinga Senior Executive (Tech) Mobile No: 9886932801; land line: 040-24000124

**Calendar of Events**

SI No.	Description	Date and Time
1	Publishing Date	27/02 /2023
2	Document Download Start Date	28/02/2023
3	Pre bid site visit	Not mandatory. However prospective bidder may contact the concerned official and may visit NFDB upon prior appointment for any clarification
4	Last date of submission of queries for pre bid conference	09/03 /2023 till 06:00 PM
5	Pre bid conference date	10/03 /2023 @ 11:00 AM
6	Response towards queries upraised in pre bid conference	15/03/2023
7	Bid Submission End Date	23/03 /2023 till 04:00 PM
8	Bid Opening Date	27/03 /2023 @ 11:30 AM

Yours faithfully,

Chief Executive  
National Fisheries Development Board  
Hyderabad

**REQUEST FOR PROPOSALS (RFP)  
FOR  
SUPPLY & INSTALLATION OF 100 CAGES FOR DEVELOPING AQUACULTURE  
CAGE PARK AT RIHAND RESERVOIR IN SONBHADRA DISTRICT OF UTTAR  
PRADESH**

**TERMS OF REFERENCE**

**1. Introduction:**

The fish production in India has reached an all-time high of 14.16 million metric tons during 2019-20 but majority of it is coming from inland sector. Out of total production, marine sector contribution is only 3.72 million metric tonnes and majority of this production is from capture-based fisheries while contribution of mariculture remains very less. The growth rate in the marine sector was observed at around 2.1 %, whereas inland sector achieved more than 14%.

In present scenario, due to limited availability of marine fish fingerlings, sea cage culture is not expanding to the optimum level.

In all aquaculture systems, success depends on a range of factors such as water quality, feed, post-stocking management practices, disease management etc. However, stocking quality seed is one of the major factors for a successful crop. It is essential that to tackle/combat issues of poor growth, mortality and low survival rate, availability of quality seed along with technical training on good aquaculture practices be conducted in mission mode for fishers and fish farmers across all states/UTs.

Installation of Cages in Reservoirs is one of the activities supported under Pradhan Mantri Matsya Sampada Yojana (PMMSY)

**2. Objectives:**

- a) To augment fish production from reservoirs through cage farming in a responsible manner, without affecting the livelihood of the traditional/local fisher communities.
- b) To ensure livelihood support, income, and employment generation through propagation of aquaculture in the state.

**3. Tentative Location:**

Looking at the status of presence of water bodies in the state, it is observed that there is a lot of existing unrealized potential in terms of reservoirs which needs to be explored. Rihand reservoir in Vindhyachal Mandal of Sonbhadra district, Uttar Pradesh with a water spread area of 37, 325 Ha has been chosen for the implementation of cage culture on pilot scale.

This is just an indicative region / reservoir selected for installation of cages. However, it would be the call of the state to obtain necessary clearances from various departments / bodies and identify favorable location for installation of these cages.

#### **4. Invitation for Bids**

A Single Stage, Bidding Procedure will be adopted and will proceed as detailed in the RFP document. Bidding will be conducted through the competitive bidding procedures as per the provisions of this RFP for SUPPLY & INSTALLATION OF 100 CAGES. The respective rights of NFDB and the Bidder shall be governed by the RFP for SUPPLY & INSTALLATION OF 100 CAGES Documents/Agreement signed between NFDB and the Bidder.

Bidder shall submit bid proposal along with Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the prescribed EMD will be rejected. In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.

NFDB shall conduct e-Reverse Auction (e-RA), if required or as per provisions of RFP documents.

NFDB reserves the right to cancel/ withdraw/ defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

#### **5. Who can apply?**

Individuals / Cooperatives / Farmer Producer Companies (FPC)/ Private sector Companies / firms (partnership / proprietorship/ any other) are eligible to apply for this RFP for SUPPLY & INSTALLATION OF CAGES

It may also be noted here that JV (Joint Venture)/ Consortium is allowed. However, the same needs to be clearly mentioned in the Proposal document along with the details of the lead bidding entity.

The bidding agency is also allowed to partner with some firm/agency/company/organization for meeting out the qualification and eligibility criteria as set in the RFP for SUPPLY & INSTALLATION OF 100 CAGES document.

#### **6. Minimum Eligibility criteria for applicants:**

- a) The applicant should be registered under Law of the country and should submit self-certified copy of certificate of incorporation or registration.
- b) The applicant should have requisite prior experience of installation and operation & maintenance (MAINTENANCE) of open cages in reservoirs / sea and other water bodies for a period of more than 3 years anywhere within or outside India.
- c) The applicant should have a minimum average annual turnover of Rs. 100 Lakhs over the last three financial years. (Audited financial statements certified by a statutory auditor are required to be produced for last 3 financial years, that is FY 2021-22, 2020-21 and 2019-20. In case the audited financial statements of FY 2021-22 are not available, the applicant is supposed to provide provisional statements for the same along with audited financial statement for FY 2018-19)

In case any interested bidding agency is not able to meet the requirement at para (b) above, they are also allowed to partner with some firm/agency/company/organization for meeting out the

qualification and eligibility criteria as set in the RFP for SUPPLY & INSTALLATION OF 100 CAGES document through Joint Venture/Consortium Agreement.

## **7. DEFINITION**

**“Authority”**: here refers to the tender issuing body, herein “National Fisheries Development Board”.

**“Affiliate”** shall mean a company that, directly or indirectly,

- i. controls, or
- ii. is controlled by, or
- iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors.

**“Bid” or “Proposal”** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder as part of its response to the RFP for SUPPLY & INSTALLATION OF 100 CAGES issued by NFDB.

**“Bidder”** shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin.

**“Bidding Consortium” or “Consortium”** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RFP for SUPPLY & INSTALLATION OF 100 CAGES under a Consortium Agreement.

**“Chartered Accountant”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

For bidders incorporated in countries other than India, “Chartered Accountant” shall mean a person, or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country.

**“Company”** shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.

**“Contractor”** here refers to the participating agency / selected bidder, herein “service provider”.

**“Letter of Award” or “LoA”** shall mean the letter issued by National Fisheries Development Board (NFDB) to the selected Bidder for award of the Project

**“Net-worth”** shall mean the Net-Worth as defined in section 2 of the Companies Act, 2013.

## **8. Scope of Work:**

- a) Successful installation of 100 cages of Rectangular or circular cages or both of specified volume and dimensions with all the required accessories (4 no.s of work cum storage sheds,



4 no.s of rafts and 1 no. FRP boat with 4 no.s of life jackets) in Rihnad reservoir of Uttar Pradesh

- b) One (1) on-site training to be provided by the cage installation company / firm to the cage farmer / farmer group / FPC / FPO for imparting knowledge and skill building on operationalization of cages in an efficient manner.
- c) The maintenance of the installed cages shall rest with the selected farmer. However, the cage manufacturer/ supplier shall give manufacturing warranty for cage frames and other structures for period of 3 years and warranty of 1 year for cage net materials.

## **9. Terms & conditions:**

- a) The Cage would comprise of rigid floating frame made of **HDPE** as support and submerged knotless HDPE netting as cage body.
- b) Size requirements: Each cage should be of minimum volume of **96 cubic meters**.
- c) **SPECIFICATION FOR FLOATING RECTANGULAR CAGES:**
- d) **FRAME OF FLOATING CAGE:**
  - Made of Modular HMW HDPE Cover Plate type Docks joint together with Nylon Nuts and Bolts.
  - Shape& Size: Rectangular and size is 6m x 4m x 4m.
  - Structure : Frame with high load bearing capacity of 350kg/m<sup>2</sup> , made from Floating Docks having Cover Plate 15mm thickness. The plate is fixed with SS Nut bolt Dimension: 500mm × 500mm × 400mm (L x W x H)having interlocking male female curved sides for additional safety through interlocking.
  - Lug thickness 22mm.
  - Weight of each Cube: min. 7.5 KG WITH ±5% variance
  - Colour : Combination of Blue & Orange.
  - Material : High Molecular Weight (HMW) HDPE Modular Docks fitted with non-metallic/nylon Nuts & Bolts.
  - Walking Surface is provided with Chequered Finish for Anti -Skid property.
  - The cage frame is provided with undercover grooves setting up of ropes for tying the fish nets etc.
  - provision of Handrails and Cage Net Loops for easy Installation
  - The frame is provided with the provision of altering the size in the multiples of 0.5meter.
  - The frame or its corners is provided with free from welding of any type
- e) **SAFETY FENDERS:**

4nos. Safety fenders made of HDPE of size 1m having compatible lugs with the cage frame cubes to be provided for preventing collision of boats with cage frame at the time of boat parking.
- f) **HAND RAILS**

The Cage Frame is fitted with 1” GI Hand Rails of 1m height and lined with dual layer of PP ropes of 20mm diameter to enhance the safety of the User and it also serves as an additional support while walking. The Hand Rail posts are to be fitted at every 2m. The Handrails have suitable arrangement to be fixed on the centre pin and it has to be ensured that the hand rails do not become loose over the period of time.

- g) **HDPE CAGE NETS**

1. Bird Net – HDPE knotted 210D; 10ply; 100mmkk
2. Grow Out Net – HDPE KNOTLESS 90D; 72ply; 25mmkk – 5 m deep
3. Cage outer predator net: HDPE KNOTTED 210D, 18 ply 50mm – 5mtr deep, Closed flat bottom
4. HDPE/PP binding rope 10mm – As required.

**h) ANCHORING PROVISION**

Weights of 50 kilos provided for suspension on diagonally opposite sides of Frame with 20 mm Diameter PP Rope. We shall put the anchoring as per site requirements and the weight may go up beyond the said figure. Hence, based on site requirements, we shall further add weights if required.

**i) FLOATING PONTOON:**

Type of floating pontoons	Specification	Weight
HDPE Pontoons (Surface Chess design)	500 MM x 500 MM x 440 MM (+/- 1 % tolerance)	8 KG (+/- 10 % tolerance)
Blow molded pin (4 + 4 Lock design)	ASTM Standards with restrictive tolerances	500 Gms(+/- 20 % tolerance)

**j) FLOATING STRUCTURE RAFT**

Size: 4mx2.5m

Platform to be made of Foam Filled Polyethylene Modular pontoons of dia. minimum 70cm. The raft to be catamaran type with each side of the pontoon having a front end 'V' shaped pontoon, middle pontoon and an end pontoon. The overall length of pontoon to be min. 440cm. the top of the pontoon to have moulded grooves for fixing the GI frame. The platform size to be 4m x 2.5m. The platform to be made from aluminum chequered frame supported on GI Pipe frame. Provided with GI Hand railings of 1m height on three sides.

**k) SPECIFICATIONS FOR CIRCULAR CAGES**

S.No	DESCRIPTION			
1.		<u>HDPE Cage inner Diameter- 6m</u>	<u>HDPE Cage inner Diameter-10m</u>	<u>HDPE Cage inner Diameter-16m</u>
2.	Type	Circular floating cage with 2 floating pipes and hand rail pipe.		
3.	Floating Pipe	140mm outer dia, PE 100 virgin HDPE material, Pipe thickness (10mm-12mm) and UV resistant confirming to IS: 4984 standards	200mm outer dia, PE 100 virgin HDPE material, Pipe thickness-12mm to 14mm, and UV resistant confirming to IS: 4984 standards	250mm outer dia, PE 100 virgin HDPE material, Pipe thickness - 14mm and UV resistant confirming to IS: 4984 standards
4.	Railing Pipe	75mm Outer dia, PE 100 virgin HDPE material, Pipe	110mm outer dia, PE 100 virgin HDPE material,	110mm outer dia, PE 100 virgin HDPE material, Pipe

		thickness – 8mm to 10mm, with UV resistant.	Pipe thickness- 10 mm, with UV resistant.	thickness-10mm, with UV resistant
5.	Bracket	HDPE injection moulded with inner dia-140mm and UV resistant.	HDPE injection moulded with inner dia-200mm and UV resistant.	HDPE injection moulded with inner dia-250mm and UV resistant.
6.	Stanchion pipe	HDPE PE 100 OD 100mm, pipe thickness – 10mm	HDPE PE 100 OD 125mm, pipe thickness – 10mm	HDPE PE 100 OD 125mm, pipe thickness – 12 mm
6.	Railing Height	1m from floating pipes		
7.	Brackets	HDPE cage fitted with stoppers for brackets to hold it in place.	HDPE cage fitted with stoppers for brackets to hold it in place.	HDPE cage fitted with stoppers for brackets to hold it in place.
8.	No. of brackets	Ten (10) numbers of Brackets have to be used per cage.	Sixteen (16) numbers of Brackets have to be used per cage.	Twenty six (26) numbers of Brackets have to be used per cage.
9.	Warranty	1 year warranty against welding failure or manufacturing defect. Any defects should be rectified during the warranty period.	1 year warranty against welding failure or manufacturing defect. Any defects should be rectified during the warranty period.	1 year warranty against welding failure or manufacturing defect. Any defects should be rectified during the warranty period.

## II. HDPE CAGE NETS

1.	Bird Net	HDPE knotted 280D; 24ply; 100 mmkk – 6 m dia	HDPE knotted 280D; 24ply; 100 mmkk – 10 m dia	HDPE knotted 280D; 24ply; 100 mmkk – 16 m dia
2.	Grow Out Net	HDPE KNOTLESS 90D; 72 ply; 25 mmkk - 6m dia × 5m deep	HDPE KNOTLESS 90D; 72 ply; 25 mmkk - 10m dia × 5m deep	HDPE KNOTLESS 90D; 72 ply; 25 mmkk - 10m dia × 6m deep
3.	Fingerling net	Fingerling Net HDPE KNOTLESS 90D, 72 ply 25 mm - 6 m dia × 5m deep	Fingerling Net HDPE KNOTLESS 90D, 72 ply 25 mm - 10 m dia × 5m deep	Fingerling Net HDPE KNOTLESS 90D, 72 ply 25 mm - 16 m dia × 6m deep
4.	Predator net	HDPE KNOTTED 210D, 18 ply 50 mm – 7 m dia * 5m deep, Closed flat bottom	HDPE KNOTTED 210D, 18 ply 50 mm – 11 m dia * 5m deep, Closed flat bottom	HDPE KNOTTED 210D, 18 ply 50 mm – 17 m dia * 6 m deep, Closed flat bottom

## III. MOORING SYSTEM

1.	Anchor	MS anchors 90 kg- 2Nos.	MS anchors 120kg – 2 Nos.	MS anchors 160kg–2 Nos
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2.	HDPE anchor rope	HDPE anchor rope – 24 mm dia and length of rope to be provided would vary as per site conditions	HDPE anchor rope – 24 mm dia and length of rope to be provided would vary as per site conditions	HDPE anchor rope – 24 mm dia and length of rope to be provided would vary as per site conditions
3.	Markers buoy 10L	2 Nos.	2 Nos.	2 Nos.
4.	HDPE marker rope 10mm diameter	HDPE marker rope – length of rope to be provided would vary as per site conditions	HDPE marker rope – length of rope to be provided would vary as per site conditions	HDPE marker rope – length of rope to be provided would vary as per site conditions

l) **WORK & STORAGE SHED (FLOATING TYPE):**

Working shed shall be made of Readymade Pre-fabricated Frame Structure mountable on Floating Frame with PPGI Sheet Roof and Wall Panels to provide an Enclosure for Rest of Workmen & Storage of Daily necessary items. Flooring with MS Chequered Sheets of thickness 2mm shall be provided.

Size: 4m x 3m with 0.5m walkway to be provided around the shed with MS Hand Rails.

Height: 8' Centre Height and 7' Side Height

Floor: MS Chequered Floor.

**Quantity:** 4 no.s of work and storage shed as specified to be provided @ 1 shed for every 2 batteries of cages i.e. 24 cages

m) **FEEDING BOAT**

One small Polyethylene Boat of Size: 270cm x 125cm x 45cm having carrying capacity of upto 300 kgs or 3 persons to be provided.

Boat to be unsinkable, UV proof, Double Walled, made from high grade polyethylene material.

n) **Life Jackets**

4nos. Good quality life jacket for fishermen & visitors shall be provided.

- o) Floating cage requirement and specifications: All HDPE floating pontoons should be strictly in compliance to quality standards. CIPET lab test report should be produced at the time of supply of equipment's ensuring the tested material meets relevant ASTM standards and any other quality standards.
- p) The installation may be done with groups of batteries as per the requirement. It is the onus of the applicant to ensure maximum efficiency, optimum costs (with any innovative shape with prior approval from the Engineering in Charge nominated by Employer) for the same.
- q) All the materials of cage and accessories shall meet relevant ASTM standards (IS 4984). The successful bidder has to provide the samples of cage and net material along with test report obtained from CIPET before entering into contract agreement
- r) Site visit provisions would be made available for all the interested applicants at the identified site for installation of cages.

## **10. Instructions to Bidders for Structuring of Bid Proposals in Response to RFP for SUPPLY & INSTALLATION OF CAGES**

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RFP for SUPPLY & INSTALLATION OF CAGES. Submission of bid proposals by Bidders in response to RFP for SUPPLY & INSTALLATION OF CAGES shall be in the manner described below:

- a) Filled in application form (Annexure 1)
- b) In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached here to as per **Annexure-VI**. In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.
- c) Demand Draft/Bank Guarantee against Earnest Money Deposit (EMD) as per **Annexure IV**.
- d) Proof of Identity of the applicant & residential address such as copy of Passport/ Aadhar Card/Driving Licence. ONLY In case of Organizations:
  - Authorization letter of the Firm declaring the authorized signatory for submission of application and all relevant documents
  - Proof of Registered office address
  - Copy of registration of Firm (Proprietorship/ partnership/ Pvt. Ltd company /Public Ltd. Company/ Registered Society)
  - Copy of GST Registration (valid registration of the Company etc.)
  - IT filing details of 2 years for firms with minimum of 3 years of experience and 3 years for firms having more than 3 years' experience.
  - Details of Financial Turnover of last 3 years duly certified by Chartered Accountant
- e) Board Resolutions, as per prescribed formats enclosed as per **Annexure-VII** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder:
  - (i) Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RFP for SUPPLY & INSTALLATION OF CAGES and in the event of selection of the Projects and to sign the Accept the Letter of Award (LOA)/ Agreement with NFDB. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.
- f) In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Annexure VII** along with Board resolution from each Member of the Consortium for participating in Consortium.
- g) Proof of Experience in running any fisheries or aquaculture related unit / establishment/infrastructure (if any).
- h) Format for Financial Requirements as per **Annexure IX** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of

- the financial credentials of the Bidder.
- i) Undertaking regarding no wilful default and no major litigation pending as per **Annexure X**

## **11.Important notes and instructions to bidders:**

- Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RFP for SUPPLY & INSTALLATION OF 100 CAGES.
- If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RFP for SUPPLY & INSTALLATION OF CAGES, in any manner whatsoever, NFDB reserves the right to reject such response to RFP for SUPPLY & INSTALLATION OF 100 CAGES. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RFP for SUPPLY & INSTALLATION OF CAGES.
- Response submitted by the Bidder shall become the property of the NFDB and NFDB shall have no obligation to return the same to the Bidder.
- No change or supplemental information to a response to RFP for SUPPLY & INSTALLATION OF 100 CAGES will be accepted after the scheduled date and time of submission of response to RFP for SUPPLY & INSTALLATION OF CAGES. However, NFDB reserves the right to seek additional information from the Bidders, if found necessary, during evaluation of the response to RFP for SUPPLY & INSTALLATION OF 100 CAGES.
- Bidders shall mention the name of the contact person and complete address and contact details of the Bidder.
- Response to RFP for SUPPLY & INSTALLATION OF 100 CAGES that are incomplete, which do not substantially meet the requirements prescribed in this RFP for SUPPLY & INSTALLATION OF CAGES, will be liable for rejection by NFDB.
- Response to RFP for SUPPLY & INSTALLATION OF 100 CAGES not submitted in the specified formats will be liable for rejection by NFDB.
- Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- Non-submission and/ or submission of incomplete data/ information required under the provisions of RFP for SUPPLY & INSTALLATION OF 100 CAGES shall not be construed as waiver on the part of NFDB of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.

- All the financial transactions to be made with NFDB shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RFP for SUPPLY & INSTALLATION OF 100 CAGES.

## **12.Non-Responsive Bid**

The response to RFP for SUPPLY & INSTALLATION OF 100 CAGES submitted by the bidder along with the documents submitted to NFDB shall be scrutinized to establish “Responsiveness of the bid”. Each bidder’s response to RFP for SUPPLY & INSTALLATION OF 100 CAGES shall be checked for compliance with the submission requirements set forth in this RFP for SUPPLY & INSTALLATION OF 100 CAGES.

Any of the following conditions shall cause the Bid to be “non-responsive”:

- (a) Non-submission of the requisite Processing Fee as mentioned in Clause 29
- (b) Response to RFP for SUPPLY & INSTALLATION OF 100 CAGES not received by the due date and time of bid submission.
- (c) Any indication of price in any part of response to the RFP for SUPPLY & INSTALLATION OF CAGES, other than in the financial bid.
- (d) In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this RFP for SUPPLY & INSTALLATION OF CAGES, then all these bids submitted shall be treated as non-responsive and rejected.
- (e) Non-submission or partial submission of EMD in acceptable form along with response to RFP for SUPPLY & INSTALLATION OF CAGES.

In any of the above cases, the bid shall not be considered for bid opening and evaluation process.

## **13.Validity of offer:**

The e-tender shall remain valid for a period of 120 [One Hundred Twenty] days from the date of opening the same. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his e-tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Sanctioning Authority.

## **14.Detailed scrutiny of e-TENDERS:**

During the course of examination of Techno Commercial Part of the bid, the bidders, if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his / their bids. The price bids of those bidders who meet the qualifying criteria of NIT shall be opened followed by e-reverse auction. In addition to above, a bidder may be disqualified if the bidder provides misleading or false information in the statements and documents submitted.

## **15.For Micro & Small Enterprises (MSEs):-**

Micro & Small Enterprises (MSEs) shall submit the following documents for availing themselves waiver of EMD and cost of tender documents.

Micro and Small Enterprise registered with the authorities as mentioned in the Govt. of India gazette Notification dated 26.03.2012 shall be exempted from payment of Cost of Tender Document and depositing Earnest Money for which copies of valid MSE’s Certificate along with

the certificate of the authority as mentioned in the Govt. gazette with list of items registered must be submitted with tender.

## **16. Programme of work and progress report:**

The successful bidder shall suitably schedule various activities required for completion of the work and shall submit detailed program of work in writing in the form of a Bar Chart before commencement of the work.

## **17. Safety measures:**

The contractor shall adhere to safe construction practice, guard against hazardous and unsafe working conditions and follow all safety precautions for prevention of injury or accidents and safeguarding life and property.

The contractor shall provide all personal protective equipment like safety shoe, helmet, safety belt, reflective Jackets etc. to its labor during entire period of execution of work. All necessary first aid measures to be available in proper condition.

The successful bidder shall also ensure that –

- No damage is caused to plants and vegetation unless the same is required for execution of the project proper.
- The work shall not pollute any source of water / land / air surrounding the work site so as to affect adversely the quality or appearance thereof or cause injury or death to animal and plant life.
- His office & labor hutment etc. shall be maintained in a clean and hygienic condition throughout the period of their use and different effluents of the labor hutment shall have to be disposed off suitably.
- Proper safety measure including insurance coverage of workmen during execution of work will be ensured by the Contractor. In case of any untoward incident happened during execution of work, Contractor will be solely responsible for such incidence.

## **18. Power and Water**

Construction power and water is attributable to bidder only. The same can be arranged based on the availability and will be charged as per commercial tariff. Otherwise, the aforesaid to be arranged by bidder only.

## **19. Keeping the site and working area clear:**

The Contractor shall at all times keep the site and working areas free from all surplus materials, rubbish and offensive matter all of which shall be disposed off in a manner to be approved by the Engineer's Representative.

## **20. Contract labor laws:**

The Contractor must comply with the provisions of Contract labor (Regulation & Abolition) Act 1970 and Contract Labor (Regulation & Abolition) Central Rules 1971 and the rules framed there under with all modifications/amendments being enforced from time to time.



## **21. 'LIQUIDATED DAMAGES' for delay:**

If the Contractor fails to execute the contract partly or for the whole of the works, as applicable, within the stipulated dates or such extension thereof as communicated by NFDB in writing, then the Contractor shall be required to pay to the Trustees' the @ ½ % of the Undelivered Contract Value for every week or part thereof, provided always that the amount of such compensation under the provision of this clause does not exceed 10 % (TEN PERCENT) of the contract value. The Owner 'may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract. In case the bidder fails to complete the work, some other agency may be ordered to execute the remaining materials at the risk & expense of the Bidder after a minimum three working days' notice in writing has been given to the bidder by NFDB. Deployment of separate agency shall be at the absolute discretion of NFDB who's decision final & binding in this regard.

## **22. Taxes and Statutory Compliance:**

The quoted rates should include all other Taxes excluding GST. GST as applicable shall be paid extra against proper invoice submitted by the successful contractor. In concurrence, bidder is solely liable for relevant statutory compliances.

The contractor will be required to submit GST compliant invoice with all required details and also to be required to file timely and proper return so as to enable Employer to get due input credit against GST paid off.

In case of any failure on the above account, GST amount or any statutory deposit even if paid by NFDB shall be recoverable from the contractor, along with applicable interest if any.

## **23. Indemnifications:**

The successful bidder shall be deemed to indemnify and keep indemnified the Trustees from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law, including but not limited to –

- The Minimum Wages Act, 1948.
- The Building And Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996
- The Payment of Wages Act, 1936.
- The Workmen's Compensation Act, 1923.
- The Employees Provident Fund Act, 1952.
- The Contract Labor (Regulation and Abolition) Act, 1970; Rules 1971.
- The Payment of Gratuity Act, 1972.
- The Equal Remuneration Act, 1976.
- The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act ,1989
- Child Labor (Prohibition and Regulation) Act, 1986.
- The Maternity Benefits Act 1961
- Interstate Migrant Workmen (Regulation Of Employment & Conditions Of Service) Act, 1979.
- Motor Vehicle Act, latest revision.

## **24.Mode of Submission:**

The bids are required to be submitted online through central e-procurement portal <https://www.eprocure.gov.in> as per respective terms and conditions mentioned. For the same, bidders are required to register themselves with adequate digital certificates / signatures beforehand on the portal. Kindly note that there is no provision of physical copy submission for this bid except EMD DD/ BG.

The bidder has to submit original of following documents **offline**.

- a. Demand Draft/Bank Guarantee towards EMD as mentioned in RFP for SUPPLY & INSTALLATION OF CAGES (as per Annexure V.).

**No documents will be accepted in person, on or before the date of bid submission.**

**Bank Guarantee against EMD needs to be submitted in both online and offline modes.** The bidders will be required to submit the bank guarantee, either in person or through post, at the office of NFDB until the date as on 2 working days after the closing date of bid submission. The 2-day duration will be counted from the date of bid submission.

For e.g., if the bid submission deadline is 18:00 hrs on 14.03.2023. The above deadline will expire at 18:00 hrs on 16.02.2023. In case the above deadline being a holiday, the next working day in NFDB will be the deadline for submission of Bank Guarantees.

**Note:** In all cases, the Bank Guarantee against EMD (if applicable), shall be issued on or before the bid submission deadline. These instruments issued after the expiry of the deadline will be summarily rejected.

The bidding envelope While submitting Physical documents shall contain the following sticker:

<b>Request for Proposal for installation of 100 Cages @ Rihand Reservoir in Uttar Pradesh</b>	
<i>REQUEST FOR SUPPLY &amp; INSTALLATION OF 100 CAGES Reference No.</i>	XXXXXXXX
<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Organization ID (OID) on ETS portal</i>	<i>(Enter the OID through which the Bid has been submitted online in CPP portal)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory)</i> <i>(Name of the Authorized Signatory)</i> <i>(Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	Chief Executive, National Fisheries Development Board, <b>Pillar No: 235, PVNR Expressway, SVPNPA Post, Hyderabad-500 052</b> <b>Tel No. 040-24000113</b> <b>Email – info.nfdb@nic.in</b>

### **Documents to be Submitted Online**

Detailed instructions to be followed by the Bidders for online submission of response to RFP for SUPPLY & INSTALLATION OF 100 CAGES as per clause 11. The bidders shall strictly follow the instructions mentioned in the electronic form in respect of technical bid and financial bid while filling the form.

**If the Bidder has submitted bid online and fails to submit the Bank Guarantee for requisite amount offline within 2 working days from last date of bid submission, then the same shall be treated as incomplete bid and Cost of RFP for SUPPLY & INSTALLATION OF 100 CAGES, Processing fee of Rs. 1,200/-submitted at this stage will be encashed and the EMD(s) shall be returned and the submitted bid will stand cancelled.**

All documents of the response to RFP for SUPPLY & INSTALLATION OF 100 CAGES submitted online must be digitally signed and uploaded on the website, <https://www.eprocure.gov.in> which should contain the following:

### **Technical Bid (Online Submission)**

The Bidder shall upload single technical bid containing following documents duly signed and stamped on each page by the authorized signatory as mentioned below.

- a. Annexures I to X, as applicable
- b. All attachments elaborated in Clause 11 of the RFP for SUPPLY & INSTALLATION OF 100 CAGES
- c. All supporting documents regarding meeting the eligibility criteria.
- d. Scanned Copies of NEFT/RTGS/DD/Pay order details towards Processing fees
- e. Demand Draft/Bank Guarantee towards EMD as mentioned in Clause 29 of RFP for SUPPLY & INSTALLATION OF 100 CAGES.

**The Bidder will have to up load all the documents in CPP portal as part of Technical Bid.**

The Bidders would be required to Register their Firm / Company with the Digital Signature of the Authorised Signatory of the Firm / Company on the Government of India “eProcurement Platform” at <https://www.eprocure.gov.in> and submit their Bids ‘Online’.

Only the information submitted through 'Online Portal' would be considered for the purposes of Bid Evaluation. The Authority shall under no circumstances consider any additional information that is provided as part of ‘Hard Copy’ submission.

### **Financial Bid (Online in CPP Portal only)**

Bidders shall submit the Financial Bid in CPP Portal as per Annexure IV

### **Important Note:**

- (a) The bidders need to quote the rates for each variety of cages on Volume basis per Each Cum as per latest guide lines of PMMSY.
- (b) Selection of the agency will be finalized based on the lowest rate in each variety “Or” lowest rate of all the varieties put together as per the discretion of committee’s decision which is final.

- (c) Letter of acceptance will be issued for either Rectangular cages/Circular cages or combination of both and entire quantity will be 10,000 Cum based on the demand from the beneficiaries.
- (d) Bidders are requested to quote as Revised BOQ per Cum in each shape and size of cages
- (e) The Bidders shall not deviate from the naming and the numbering formats of envelopes mentioned above, in any manner.
- (f) In each of the envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- (g) All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- (h) The bidder needs to submit the documents online only in CPP portal and for clarification they can submit physically to the office of Chief Executive NFDB Hyderabad.
- (i) After submission of bids online if, the bidder fails to submit EMD/ Exemption certificate if applicable physically within the bid submission deadlines their bid will not be considered during Technical Evaluation stage.
- (j) **In case of submission of Bank Guarantee against EMD online on or before the bid submission deadline, and non-submission of the hard copy of the Bank Guarantee to NFDB within the date as on 2 working days subsequent to bid submission deadline, the respective bidder will be debarred from participating in any of the tenders issued by NFDB, for a period of 2 (two) years, starting from the last date of bid submission of this REQUEST FOR SUPPLY & INSTALLATION OF 100 CAGES.**
- (k) Bid opening (online) will be done only after submission of Bank Guarantee/Demand Draft for EMD as per clause 29 physically before 27.03.2023.

## **25. Selection procedure of bidder / beneficiary**

- a) NFDB will constitute a technical committee (TC) with experts from relevant fields to scrutinize the applications of the individual/firms as per the eligibility criteria.
- b) All applications received for the purpose, within the given timeline, will initially be screened by this TC for completeness of the application and then scrutinize the profiles as per the eligibility criteria through the set selection process.
- c) Shortlisted applications with recommendations and those not complying with the requirements with the reasons shall be put up for the Project Appraisal Committee (PAC) approval. The decision of the PAC will be final.

## **26. Evaluation of proposal and Award:**

### **A. Bid Evaluation**

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions of this RFP for SUPPLY & INSTALLATION OF 100 CAGES. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

## **B. Techno-Commercial Evaluation of Bidders (Step 1)**

Based on the documents submitted online in CPP portal against Technical bid stage, the Techno-Commercial Evaluation will be taken up as per Clause 11 and as per Annexure III of RFP.

Subject to Clause 13 of RFP for SUPPLY & INSTALLATION OF 100 CAGES, NFDB will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RFP for SUPPLY & INSTALLATION OF 100 CAGES. During the examination of bids, NFDB may seek clarifications/additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by NFDB within 07 (seven) days from the date of such intimation from NFDB. All correspondence in this regard shall be made through email. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. NFDB shall not be responsible for rejection of any bid on account of the above.

The response to RFP for SUPPLY & INSTALLATION OF 100 CAGES submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per Annexure-III of RFP for SUPPLY & INSTALLATION OF 100 CAGES.

Bids of only those bidders will be taken up for further evaluation who achieve a minimum score of 60 as per the criteria laid down in Annexure-III of the RFP for SUPPLY & INSTALLATION OF 100 CAGES.

## **C. Financial Bid Evaluation (Step 2)**

The Financial bids of those bidders who qualify in Techno-Commercial Evaluation stage who achieve a minimum score of 60 marks out of 100 as per **Annexure III** of the RFP for SUPPLY & INSTALLATION OF 100 CAGES shall be opened.

*However, on completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of NFDB. Thereafter, NFDB will take appropriate action as deemed fit.*

## **D. Reverse Auction (Step 3)**

The reverse auction for the total tendered capacity shall be conducted on the e-portal on the day as intimated by NFDB to the eligible bidders. Rules of the auction process are brought out below, and are also contained in **Annexure-IX** of the RFP. As part of submission of their response to RFP, the Bidders shall sign and submit the scanned copy of Annexure-B of the RFP, as an acceptance of the provisions contained therein.

All the Techno-Commercially Qualified Bidders shall be eligible for e-reverse auction. At least one week prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by e-mail to all the bidders whose technical bids have been opened and found to be qualified. Further, at least two hours before the scheduled start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders only who have been shortlisted as per Step 1 above.

Shortlisted bidders for Reverse Auction will be able to login into the e-portal of reverse auction 15 minutes before the start time of reverse auction.

- i. During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder shall be displayed on its window.
- ii. The minimum decrement value for price reduction shall be INR 1000/-. The Bidder can mention its revised discounted price which has to be at least Rs. 1000/- less than its current price.
- iii. Bidders can only quote any value lower than their previous quoted price taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in price will not be permissible.
- iv. In the bidder's bidding window, the following information can be viewed by the bidder:  
Its price as the initial start price and there after last quoted price  
The list of all the Bidders with their following details: Pseudo Identity, last quoted price
- v. The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 8 (eight) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in price
- vi. If no such change as described above is effected during the last 8 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

The bidder who emerges as the lowest quoted (L1 cost) from the parties shortlisted as above shall be selected for award of contract.

**Note: The decision on size and shape will be decided based on the recommendations of technical committee constituted at NFDB.**

#### **E. Issuance of Letter of Award**

At the end of selection process, a Letter of Award (LoA) will be issued to the successful Bidder. In case of a Consortium being selected as the successful Bidder, the LoA shall be issued to the Lead Member of the Consortium

### **27. Time lines for project completion and release of funds:**

The timelines for installation of cages in reservoirs will be 3 months (90 days) from the date of approval. On successful installation of the cages, 80% of payment as per LOA shall be released to the vendor. The balance 20% shall be paid after the completion of cage installation scope over a period of 3 years at the end of each quarter of the respective year of maintenance tenure in equal instalments of 1.67% each towards Maintenance work.

### **28. Processing Fees and EMD**

- a) A non-refundable processing fee for Rs. 1,200/- (Rupees One Thousand two Hundred only) by way of RTGS / NEFT / Demand draft or a Pay Order drawn in favour of "National Fisheries Development Board, Hyderabad" to the bank account details mentioned below payable at Hyderabad must be submitted along with the response. Bids received without or with inadequate processing fees shall be liable to get rejected.

The bank details for RTGS or NEFT are given below:

Name of the Account holder: National Fisheries Development Board  
Name of the bank: State Bank of India, Boston Tower Branch  
Current A/c. No.: 62029582916  
IFSC Code: SBIN0021220

- b) Earnest Money Deposit (EMD) of **Rs. 3,00,000/-** (Rupees **Three Lakhs** Only) shall be paid through any nationalized bank through Demand Draft (DD) or in the form of Bank Guarantee as per format enclosed in favor of National Fisheries Development Board and Demand Draft/Bank Guarantee should be enclosed with application.

The validity of EMD should be for 02 months from the final bid validity period, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD must be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.

The Bidder shall furnish the Bank Guarantees towards EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable: If bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

**Physical original copy of Insurance Surety Bond, Account payee demand draft, fixed deposit receipt, banker's cheque, bank guarantee (Irrevocable and operative) from Scheduled Bank of Reserve Bank of India against the processing fees and EMD is required to be submitted, either in person or through post, at the office of NFDB before 2 working days after the closing date of bid submission by 27.03.2023. The 2-day duration will be counted from the date of bid submission. Online transaction (proof in the form of UTR No.) is required to be attached in the proposal document.**

- c) Forfeiture of EMD:

The BG towards EMD shall be encashed in following cases:

- If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid.
- If the Selected Bidder does not submit the requisite documents as per RFP for SUPPLY & INSTALLATION OF 100 CAGES or does not execute within the stipulated time.
- If after issuance of LoA, it is found that the documents furnished by the bidders as

part of response to RFP for SUPPLY & INSTALLATION OF 100 CAGES are misleading or misrepresented in any way.

- If the bidder fails to furnish required Performance Bank Guarantee in accordance with Clauses of the RFP for SUPPLY & INSTALLATION OF 100 CAGES.

## **29. Performance Bank Guarantee (PBG)**

Bidders selected by NFDB based on this RFP for SUPPLY & INSTALLATION OF CAGES shall submit Performance Guarantee for a value @ 3% of the awarded value within 15 days of acceptance of the Letter of Award (LOA). It may be noted that successful Bidders shall submit the Performance Guarantee according to the **Annexure V** with a validity period up to (& including) the date as on 12 months after the Scheduled Installation Date of the Cages. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by NFDB to the successful Bidder.

The selected Bidder shall furnish the PBG from **Insurance Surety Bond, Account payee demand draft, fixed deposit receipt, banker's cheque, bank guarantee (Irrevocable and operative) from Scheduled Bank of Reserve Bank of India** and amended as on the date of issuance of bank guarantee. In case of a JV, PBG shall be provided by all partners in proportion to their participation toward the project. The performance security will be forfeited and credited to the procuring entity's account in the event of a breach of contract by the contractor. The format of the Bank Guarantees prescribed in the Annexure VI (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the **LOA and forfeiture of EMD**. The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidder. After the bidding process is over, NFDB shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of opening of Financial Bids. The value of PBG of selected bidder shall be reduced to twenty percent (20%) of its original value, immediately after successful commissioning of all the 100 cages as per Terms of RFP for SUPPLY & INSTALLATION OF 100 CAGES, after taking into account any liquidated damages due to delays in commissioning. The PBG shall be refunded/ returned to the contractor without interest, after bidder duly performs and completes all obligations under the contract but not later than 60 days beyond the successful completion of the three (3) years MAINTENANCE period.

In case, the bidder will be unable to submit PBG within the stipulated timeline, EMD will be encashed by NFDB in commensuration with PBG value on the discretion of NFDB.

### **Bid Preparation Cost**

The Bidder shall be responsible for all the costs associated with the preparation of the response to RFP for SUPPLY & INSTALLATION OF 100 CAGES and participation in discussions and attending pre-bid meeting(s) etc. NFDB shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

### **Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments**

Clarifications/ Doubts, if any, on RFP for SUPPLY & INSTALLATION OF 100 CAGES document may be emailed to [info.nfdb@nic.in](mailto:info.nfdb@nic.in), [cenfdb@gmail.com](mailto:cenfdb@gmail.com), [ed-tech3@nfdb.gov.in](mailto:ed-tech3@nfdb.gov.in)



NFDB will make efforts to respond to the same in the Pre-Bid Meeting to be held on 10.03.2023 @ 11:00 AM. compiled list of such questionnaire and NFDB's response will be uploaded by 15.03.2023 in the NFDB website [www.nfdb.gov.in](http://www.nfdb.gov.in) and Department of Fisheries, Govt. of India Website [www.dof.gov.in](http://www.dof.gov.in). If necessary, amendments, clarifications, elaborations shall be issued by NFDB which will be notified in the NFDB website [www.nfdb.gov.in](http://www.nfdb.gov.in) and Department of Fisheries, Govt. of India Website [www.dof.gov.in](http://www.dof.gov.in). No separate reply/ intimation will be given for the above, elsewhere.

A Pre-Bid Meeting shall be held, on 28.02.2023 as notified in the document.

### **30. Condition under which RFP for SUPPLY & INSTALLATION OF 100 CAGES is issued:**

NFDB reserves the right to withdraw the RFP for SUPPLY & INSTALLATION OF CAGES and or vary any part thereof at any stage. NFDB further reserves the right to disqualify any applicant, should it be necessary at any stage.

### **31. Right of NFDB to reject a Bid:**

NFDB reserves the right to reject any or all the responses to RFP for SUPPLY & INSTALLATION OF 100 CAGES or cancel or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage, EMD submitted by the bidders shall be returned to the respective bidders without any interests.

### **32. Important notes and instructions to bidders:**

- Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RFP for SUPPLY & INSTALLATION OF CAGES.
- If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RFP for SUPPLY & INSTALLATION OF CAGES, in any manner whatsoever, NFDB reserves the right to reject such response to RFP for SUPPLY & INSTALLATION OF CAGES. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RFP for SUPPLY & INSTALLATION OF CAGES.
- Response submitted by the Bidder shall become the property of the NFDB and NFDB shall have no obligation to return the same to the Bidder.
- No change or supplemental information to a response to RFP for SUPPLY & INSTALLATION OF 100 CAGES will be accepted after the scheduled date and time of submission of response to RFP for SUPPLY & INSTALLATION OF CAGES. However, NFDB reserves the right to seek additional information from the Bidders, if found necessary, during evaluation of the response to RFP for SUPPLY & INSTALLATION OF 100 CAGES.

- Bidders shall mention the name of the contact person and complete address and contact details of the Bidder.
- Response to RFP for SUPPLY & INSTALLATION OF 100 CAGES that are incomplete, which do not substantially meet the requirements prescribed in the document will be liable for rejection by NFDB.
- Response to RFP for SUPPLY & INSTALLATION OF CAGES not submitted in the specified formats will be liable for rejection by NFDB.
- Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- Non-submission and/ or submission of incomplete data/ information required under the provisions of RFP for SUPPLY & INSTALLATION OF CAGES shall not be construed as waiver on the part of NFDB of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.

### **33. Terms of Contract**

- 1) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Hyderabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 2) The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time.
  - suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.
  - consult with any Bidder to receive clarification or further information.
  - retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; or
  - independently verify, disqualify, reject and/or accept all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 3) It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 4) Force Majeure: Upon the occurrence of any Force Majeure
  - prior to the Appointed Date, both Parties shall bear their respective Force Majeure costs.
  - after the Appointed Date, the costs incurred and attributable to such event and directly relating to this Agreement (the “Force Majeure costs”) shall be allocated and paid as follows:
    - i. upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure costs and neither Party shall be required to pay to the other Party any costs thereof.

- ii. upon occurrence of an Indirect Political Event, all Force Majeure costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Contractor, and to the extent Force Majeure costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Contractor for the Force Majeure events; and
- iii. upon occurrence of a Political Event, all Force Majeure costs attributable to such Political Event shall be reimbursed by the Authority to the Contractor.

For the avoidance of doubt, Force Majeure costs may include costs directly attributable to the Force Majeure Event, but shall not include debt repayment obligations, if any, of the Contractor.

- Save and except as expressly provided in this Article 19, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands, and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.
- Upon the occurrence of any Force Majeure Event during the Construction Period, the Project Completion Schedule for and in respect of the affected Works shall be extended on a day for day basis for such period as performance of the Contractor's obligations is affected on account of the Force Majeure Event or its subsisting effects, as may be determined by the Authority's Engineer.
- Force Majeure costs for any event which results in any offsetting compensation being payable to the Contractor by or on behalf of its Sub-contractors shall be reduced by such amounts that are payable to the Contractor by its Sub-contractors.

#### 5) Change of Law:

- If as a result of Change in Law, the service provider suffers any additional costs in the execution of the Works or in relation to the performance of its other obligations under this Agreement, the Contractor shall, within 15 (fifteen) days from the date it becomes reasonably aware of such addition in costs, notify NFDB with a copy to the DoF of such additional costs due to Change in Law.
- If as a result of Change in Law, the service provider benefits from any reduction in costs for the execution of this Agreement or in accordance with the provisions of this Agreement, either Party shall, within 15 (fifteen) days from the date it becomes reasonably aware of such reduction in costs, notify the other Party with a copy to the NFDB and / or DoF of such reduction in costs due to Change in Law.
- NFDB within 15 (fifteen) days from the date of receipt of notice from the service provider or NFDB itself, as the case may be, determine any addition or reduction to the Contract Price, as the case may be, due to the Change in Law.

#### 6) Arbitration:

- Any Dispute which is not resolved amicably by conciliation, shall be finally decided by reference to arbitration by an arbitral tribunal. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the capital of the State, and the language of arbitration proceedings shall be English.
- There shall be an arbitral tribunal comprising three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event

of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

- The arbitral tribunal shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Article 24 shall be final and binding on the Parties as from the date it is made, and the Contractor and the Authority agree and undertake to carry out such Award without delay.
- The Contractor and the Authority agree that an Award may be enforced against the Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.
- This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.
- In the event the Party against whom the Award has been granted challenges the Award for any reason in a court of law, it shall make an interim payment to the other Party for an amount equal to 75% (seventy-five per cent) of the Award, pending final settlement of the Dispute. The aforesaid amount shall be paid forthwith upon furnishing an irrevocable Bank Guarantee for a sum equal to the aforesaid amount. Upon final settlement of the Dispute, the aforesaid interim payment shall be adjusted and any balance amount due to be paid or returned, as the case may be, shall be paid or returned with interest calculated at the rate of 10% (ten per cent) per annum from the date of interim payment to the date of final settlement of such balance.

7) Termination of contract:

Upon Termination on account of Contractor Default, the Authority shall:

- encash and appropriate the Performance Security or Retention Money, whichever is more, and in the event the Contractor has failed to replenish or extend the Performance Security, claim the amount, as agreed pre-determined Damages, if any.
- encash and appropriate the bank guarantee, if any, to the extent of the outstanding Advance Payment and interest thereon; and
- pay to the Contractor, by way of Termination Payment, an amount equivalent to the Valuation of Unpaid Works after adjusting any other sums payable or recoverable, as the case may be, in accordance with the provisions of this Agreement,
- and shall adjust from the sum thereof (i) any other amounts payable or recoverable, as the case may be, in accordance with the provisions of this Agreement, and (ii) all taxes due to be deducted at source.

Upon Termination on account of an Authority Default, the Authority shall:

- return the Performance Security and Retention Money forthwith.
  - encash and appropriate the bank guarantee, if any, to the extent of the outstanding Advance Payment, including interest thereon; and
  - pay to the Contractor, by way of Termination Payment, an amount equal to:
    - i. Valuation of Unpaid Works.
    - ii. the reasonable cost, as determined by the Authority’s Engineer, of the Plant and Materials procured by the Contractor and transferred to the Authority for its use, only if such Plant and Materials are in conformity with the Specifications and Standards.
    - iii. the reasonable cost of temporary works, as determined by the Authority’s Engineer; and
    - iv. 10% (ten per cent) of the cost of the Works that are not commenced or not completed,
- and shall adjust from the sum thereof (i) any other amounts payable or recoverable, as the case may be, in accordance with the provisions of this Agreement, and (ii) all taxes due to be deducted at source.

## 8) FRAUD AND CORRUPT PRACTICES

- The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Bidding Process and after the issue of the LOA. Notwithstanding anything to the contrary contained herein, or in the LOA, the Authority shall reject a Bid, withdraw the LOA, as the case may be, without being liable in any manner whatsoever to the Bidder or successful Bidder, as the case may be, if it determines that the Bidder or successful Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security as Damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- Without prejudice to the rights of the Authority and the rights and remedies which the Authority may have under the LOA, if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA, such Bidder or Contractor shall not be eligible to participate in any tender or RFP for SUPPLY & INSTALLATION OF CAGES issued by the Authority during a period of 2 (two) years from the date such Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- For the purposes of this, the following terms shall have the meaning hereinafter respectively assigned to them:
  - i. **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters or arising there from, before or after the execution thereof, at any time prior to the expiry of 1(one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);
  - ii. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, to influence the Bidding Process.
  - iii. **“Coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process.
  - iv. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
  - v. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## Annexure I: Application Form



Government of India  
Ministry of Fisheries, Animal Husbandry and Dairying  
Department of Fisheries

**Application for Supply & Installation of 100 Cages for developing  
Aquaculture Cage Park @ Rihand Reservoir in Sonbhadra  
district of Uttar Pradesh**

I. Applicant Details:		
1.	Name of the Applicant (Individual / Firm)	
2.	Contact Details	Phone: Email:
3.	Address (Residential for Individual / registered office for Firm)	
4.	Date of Establishment - Regd. No. & Date (Applicable for Firm)	
5.	PAN Card No:	
6.	GST No. (If already obtained) Enclose copy of registration	
7.	Valid licences / Permissions/ certifications (if any)	Mention details (Enclose copies)
8.	Enclose solvency certificate of Rs.50 lakhs from the bank as a proof of financial capacity to invest for developing floating cages  Enclose applicants details of business turnover in the field of fisheries or fisheries related sector	
9.	Whether the Organization was blacklisted / involved in any litigations / Departmental enquiries/ recoveries of Govt., funds etc.? _____ (Yes or no). If yes, details to be furnished. If no, they must submit declaration.	

10.	<b>Details of Processing fee paid:</b>		
	<b>Demand draft/ Transaction particulars</b>	<b>Date of payment</b>	<b>Amount (Rs.)</b>

(The applicant should carefully study the Rules of Enlistment and the list of documents to be annexed with the application form before filling the form. Applications found deficient in any respect are liable to be rejected without any further correspondence).

**Self-Declaration:**

I, \_\_\_\_\_, S/o/D/o \_\_\_\_\_, as authorized signatory of \_\_\_\_\_ (firm) do hereby declare that all the information furnished in this application form are true to the best of my knowledge.

Date:

**Signature of the Authorised person /  
Head of the Organization**

Place:

**For Office Use (To be filled by Fisheries Official):**

Date of submission of application: \_\_\_\_\_ Name & Designation of  
Receiver \_\_\_\_\_

## Annexure II: Technical Evaluation Criteria for proposals

Sl.	Criteria	Max Score	Reference documents
	Local presence in the state	15	Details of operating business in the state where the cage culture park must be established
	Usage of energy efficiency technology / innovative technology	5	Description of technology in DPR
	Prior experience of cage culture  More than 10 years: 20 marks 5-10 years: 15 marks 3- 5 years: 10 marks Up to 3 years: 5 marks	35	Details of organization/ firm / unit along with financial statements to assess performance – turnover, etc. (supporting documents in the form of Balance sheet / ITR / profit & loss statement)
	Nature of operation:  Original equipment manufacturer (OEM): 15 marks Authorized dealer: 10 marks Others: 2 marks	20	Registration certificate / Udyog Aadhar Certificate / Other relevant documents
	Involved in business of fish production  For more than 5 years: 12 marks 3-5 years: 7 marks 1-3 years: 5 marks Up to 1 year: 2 marks	15	Details of unit / hatchery / ice plant/ other infrastructure  - Name of Client: - WO No. - Scope of work
	Experience of working with fishermen collectives  More than 50 members: 3 marks 25-50 members: 2 marks 10-25 members:1 mark 5-10 members: 0.5mark < 10 members: No marks	10	Document mentioning details of past work done.  - Name of Client: - WO No. - Scope of work -
	<b>TOTAL</b>	<b>100</b>	



### Annexure III: Format for Quotation to be provided in CPP portal

[Validate](#)
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### Item Rate BoQ

<b>Tender Inviting Authority: National Fisheries Development Board</b>							
<b>Name of Work: Request For Proposal for Supply &amp; Installation of 100 Cages for developing Aquaculture Cage Park at Rihand Reservoir in Sonbhadra district of Uttar Pradesh</b>							
<b>Contract No:</b>							
<b>Name of the Bidder/ Bidding Firm / Company :</b>							
<b><u>PRICE SCHEDULE</u></b>							
<b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</b>							
<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER</b>	<b>NUMBER #</b>	<b>NUMBER #</b>	<b>TEXT #</b>
<b>Sl. No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Estimated Rate in Rs. P</b>	<b>BASIC RATE In Figures To be entered by the Bidder in Rs. P</b>	<b>TOTAL AMOUNT Without Taxes in Rs. P</b>	<b>TOTAL AMOUNT In Words</b>
<b>1</b>	<b>2</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>13</b>	<b>53</b>	<b>55</b>
1	Supply Installation Maintenance of cages inclusive of all accessories as per tender document.						
1.01	Rectangular size of 6m x 4m x 2m	100.000	Nos	0.00		0.00	INR Zero Only
1.02	Circular size of 6m Dia	100.000	Nos	0.00		0.00	INR Zero Only
1.03	Circular size of 10m Dia	100.000	Nos	0.00		0.00	INR Zero Only
1.04	Circular size of 16m Dia	100.000	Nos	0.00		0.00	INR Zero Only
<b>Total in Figures</b>						0.00	INR Zero Only
<b>Quoted Rate in Words</b>		<b>INR Zero Only</b>					

**Annexure IV: FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT (EMD)**

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

Reference: .....

Bank Guarantee No.: .....

Date: .....

In consideration of the \_\_\_\_\_ [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to [Insert name of tender] \_\_\_\_\_ dated \_\_\_\_\_ issued by NFDB considering such response to the REQUEST FOR SUPPLY & INSTALLATION OF CAGES of .....[Insert the name of the Bidder] as per the terms of the REQUEST FOR SUPPLY & INSTALLATION OF CAGES, the \_\_\_\_\_ [Insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to NFDB at [Insert Name of the Place from the address of NFDB] forthwith without demur on demand in writing from NFDB or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees \_\_\_\_\_ [Insert amount], only, on behalf of M/s \_\_\_\_\_ [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_ [insert date of validity] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ only). Our Guarantee shall remain in force until \_\_\_\_\_ [insert date of validity]. NFDB shall be entitled to invoke this Guarantee till \_\_\_\_\_ [insert date of validity].

The Guarantor Bank hereby agrees and acknowledges that NFDB shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by NFDB, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to NFDB.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by \_\_\_\_\_ [Insert name of the Bidder] and/ or any other person. The Guarantor Bank shall not require NFDB to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against NFDB in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly NFDB shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by NFDB or to exercise, levy or enforce any distress, diligence, or other process against the Bidder.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank and a confirmation in this regard is received by NFDB.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ Only) and it

shall remain in force until \_\_\_\_\_ [Date to be inserted].

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if NFDB serves upon us a written claim or demand.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Power of Attorney No.: \_\_\_\_\_

For

\_\_\_\_\_ [Insert Name and Address of the Bank] \_\_ Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_

## **Annexure V: FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)**

(To be submitted separately for each Project)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

Reference: .....

Bank Guarantee No.: .....

Date: .....

In consideration of the \_\_\_\_\_ [Insert name of the Bidder] (hereinafter referred to as 'selected service provider') submitting the response to REQUEST FOR SUPPLY & INSTALLATION OF CAGES inter alia for ..... [Insert title of the REQUEST FOR SUPPLY & INSTALLATION OF CAGES], at.....[Insert name of the place], in response to the REQUEST FOR SUPPLY & INSTALLATION OF CAGES dated..... issued by National Fisheries Development Board (hereinafter referred to as NFDB) and NFDB considering such response to the REQUEST FOR SUPPLY & INSTALLATION OF CAGES of .....[Insert name of the Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project and issuing Letter of Award No. \_\_\_\_\_ to \_\_\_\_\_ (Insert Name of selected service provider) as per terms of REQUEST FOR SUPPLY & INSTALLATION OF CAGES.

As per the terms of the REQUEST FOR SUPPLY & INSTALLATION OF CAGES, the \_\_\_\_\_ [Insert name & address of Bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to NFDB at [Insert Name of the Place from the address of the NFDB] forthwith on demand in writing from NFDB or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees \_\_\_\_\_ [Total Value] only, on behalf of M/s \_\_\_\_\_ [Insert name of the selected Company]

This guarantee shall be valid and binding on this Bank up to and including ..... and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ only).

Our Guarantee shall remain in force until..... NFDB shall be entitled to invoke this Guarantee till .....

The Guarantor Bank hereby agrees and acknowledges that NFDB shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by NFDB, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to NFDB.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by \_\_\_\_\_ [Insert name of the selected contractor / service provider] and/ or any other person. The Guarantor Bank shall not require NFDB to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against NFDB in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly NFDB shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected service provider, to make any claim against or any demand on the selected service provider to give any notice to the selected service provider to enforce any security held by NFDB or to exercise, levy or enforce any distress, diligence or other process against the selected service provider.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank and a confirmation in this regard is received by NFDB.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to NFDB and may be assigned, in whole or in part, (whether absolutely or by way of security) by NFDB to any entity to whom NFDB is entitled to assign its rights and obligations.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ only) and it shall remain in force until .....

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if NFDB serves upon us a written claim or demand.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Power of Attorney No.: \_\_\_\_\_

For

\_\_\_\_\_ [Insert Name and Address of the Bank] \_\_\_\_

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_

Witness:

1. ....

Signature

Name and Address

2. ....

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

## **Annexure VI: FORMAT FOR POWER OF ATTORNEY**

*(Applicable Only in case of Consortium)*

*(To be provided by each of the other members of the Consortium in favour of the Lead Member)*  
*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)*

KNOW ALL MEN BY THESE PRESENTS THAT M/s..... having its registered office at ....., ....., and M/s ..... having its registered office at ....., (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named ..... (Insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws of .....and having its Registered/ Head Office at .....as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to REQUEST FOR SUPPLY & INSTALLATION OF CAGES No.....

We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium Members response to REQUEST FOR SUPPLY & INSTALLATION OF CAGES.
- ii) To do any other act or submit any information and document related to the above response to REQUEST FOR SUPPLY & INSTALLATION OF CAGES Bid.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding, and irrevocable until the Bidding Consortium achieves execution of PPA.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/ Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s ....., as the Member of the Consortium have executed these presents on this..... day of .....under the Common Seal of our company.

For and on behalf of Consortium Member

M/s.....

----- (Signature of person authorized by the board)

(Name

Designation

Place:

Date:)

Accepted

-----  
(Signature, Name, Designation and Address  
of the person authorized by the board of the Lead Member)

Attested

-----  
(Signature of the executant)

-----  
(Signature & stamp of Notary of the place of execution)

Place: -----

Date: -----

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-6, Definition of Terms of the REQUEST FOR SUPPLY & INSTALLATION OF CAGES.



## Annexure VII: FORMAT FOR BOARD RESOLUTION

The Board, after discussion, at the duly convened Meeting on ..... [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act 2013, as applicable, passed the following Resolution:

**1. RESOLVED THAT** Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to REQUEST FOR SUPPLY & INSTALLATION OF CAGES vide REQUEST FOR SUPPLY & INSTALLATION OF CAGES No. \_\_\_\_\_ for \_\_\_\_\_ (insert title of the REQUEST FOR SUPPLY & INSTALLATION OF CAGES), including signing and submission of all documents and providing information/ response to REQUEST FOR SUPPLY & INSTALLATION OF CAGES to National fisheries Development Board(NFDB), representing us in all matters before NFDB, and generally dealing with NFDB in all matters in connection with our bid for the said Project. *(To be provided by the Bidding Company or the Lead Member of the Consortium)*

**2. FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. *(To be provided by the Bidding Company)*

*[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]*

**FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (-----%) equity *[Insert the % equity commitment as specified in Consortium Agreement]* in the Project. **(To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%)**

**FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to participate in consortium with M/s ----- *[Insert the name of other Members in the Consortium]* and Mr/ Ms....., be and is hereby authorized to execute the Consortium Agreement. *(To be provided by each Member of the Bidding Consortium including Lead Member)*

And

**FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated ..... executed by the Consortium as per the provisions of the REQUEST FOR SUPPLY & INSTALLATION OF CAGES. *[To be passed by the Lead Member of the Bidding Consortium]*

**Certified True Copy**

-----  
**(Signature, Name and Stamp of Company Secretary)**

**Notes:**

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

## Annexure VIII: FORMAT FOR CONSORTIUM AGREEMENT

*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)*

THIS Consortium Agreement (“Agreement”) executed on this \_\_\_\_ Day of \_\_\_\_\_ Two Thousand \_\_\_\_ between M/s \_\_\_\_\_ [Insert name of Lead Member] a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to REQUEST FOR SUPPLY & INSTALLATION OF CAGES and execution of Power Purchase Agreement (in case of award), against REQUEST FOR SUPPLY & INSTALLATION OF CAGES No. \_\_\_\_\_ dated \_\_\_\_\_ issued by National fisheries Development Board(NFDB) a Company incorporated under the Companies Act, 2013, and having its Registered Office .....

WHEREAS each Member individually shall be referred to as the “Member” and all of the Members shall be collectively referred to as the “Members” in this Agreement.

WHEREAS NFDB desires to purchase cages under REQUEST FOR SUPPLY & INSTALLATION OF CAGES for \_\_\_\_\_ (insert title of the REQUEST FOR SUPPLY & INSTALLATION OF CAGES).

WHEREAS, NFDB had invited response to REQUEST FOR SUPPLY & INSTALLATION OF CAGES vide its Request for Selection (REQUEST FOR SUPPLY & INSTALLATION OF CAGES) dated \_\_\_\_\_

WHEREAS the REQUEST FOR SUPPLY & INSTALLATION OF CAGES stipulates that in case response to REQUEST FOR SUPPLY & INSTALLATION OF CAGES is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by NFDB wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s \_\_\_\_\_), shall act as the Lead Member as defined in the REQUEST FOR SUPPLY & INSTALLATION OF CAGES for self and agent for and on behalf of Member-2, \_\_\_\_\_, Member-n and to submit the response to the REQUEST FOR SUPPLY & INSTALLATION OF CAGES.

2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e., for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

<b>Name</b>	<b>Percentage</b>
Member 1	---
Member 2	---
Member n	---
<b>Total</b>	100%

We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid-up share capital) in the Project Company developing the Project shall be maintained for a period of 01 (one) year after COD.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.

11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of NFDB in terms of the REQUEST FOR SUPPLY & INSTALLATION OF CAGES.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by NFDB.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to REQUEST FOR SUPPLY & INSTALLATION OF CAGES.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties, or obligations under the PPA except with prior written consent of NFDB.
15. This Agreement
  - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding, and enforceable obligation of each such Member.
  - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
  - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of NFDB.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the REQUEST FOR SUPPLY & INSTALLATION OF CAGES and PPA.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s----- [Member 1]

-----

(Signature, Name & Designation of the person authorized vide Board Resolution Dated \_\_\_\_\_)

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

For M/s----- [Member 2]

-----

(Signature, Name & Designation of the person authorized vide Board Resolution Dated \_\_\_\_\_)

Witnesses:

1) Signature -----

2) Signature -----

Name:

Name:

Address:

Address:

For M/s----- [Member n]

-----

(Signature, Name & Designation of the person authorized vide Board Resolution Dated \_\_\_\_\_)

Witnesses:

1) Signature -----

(2) Signature -----

Name:

Name:

Address:

Address:

\_\_\_\_\_

Signature and stamp of Notary of the place of execution

## Annexure IX: FORMAT FOR FINANCIAL REQUIREMENT

*(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)*

Ref. No. \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

\_\_\_\_\_

Tel.#: Fax#:

E-mail address#

**To**

**National Fisheries Development Board,**

**Pillar No: 235, PVNR Expressway, SVPNPA Post**

**Hyderabad-500052**

Sub: Response to REQUEST FOR SUPPLY & INSTALLATION OF CAGES No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_.

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the REQUEST FOR SUPPLY & INSTALLATION OF CAGES. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth criteria, by demonstrating a Net Worth of Rs..... Cr. (..... in words) as on the last date of Financial Year 2020-21/2019-20 or as on the date at least 7 days prior to the bid submission deadline (Strike out wherever not applicable).

This Net Worth has been calculated in accordance with instructions provided in Clause 5c of the REQUEST FOR SUPPLY & INSTALLATION OF CAGES.

### **Exhibit (i): Applicable in case of Bidding Company**

For the above calculations, we have considered the Annual Turnover by Bidding Company and/ or its Affiliate(s) as per following details:

<b>Name of Bidding Company</b>	<b>Name of Affiliate(s) whose Annual Turnover is to be considered</b>	<b>Relationship with Bidding Company*</b>	<b>Respective Year</b>	<b>Net Worth (In Rs. Crore)</b>	<b>Annual Turnover (In Rs. Crore)</b>
Company 1					
<b>Total</b>					

*\*The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary*

evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.

**Exhibit (ii): Applicable in case of Bidding Consortium**

**(To be filled by each Member in a Bidding Consortium separately)**

**Name of Member:** *[Insert name of the Member]*

Annual Turnover Requirement to be met by Member in Proportion to the Equity Commitment: INR --  
-----Crore (Equity Commitment (%) \* Rs. [] Crore)

For the above calculations, we have considered Annual Turnover by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company* (If Any)	Respective Year	Annual Turnover (In Rs. Crore)	Net Worth (In Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate Annual Turnover (In Rs. Crore)
Company 1							
---							
---							
Total							

\* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Profit Before Depreciation Interest and Taxes (PBDIT) criteria, by demonstrating a PBDIT of INR \_\_\_\_\_(in words) as on the end of Financial Year 2020-21/2019-20 or as on the day at least 7 days prior to the bid submission deadline. (Strike out if not applicable)

**Exhibit (i): Applicable in case of Bidding Company**

For the above calculations, we have considered the PBDIT by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company*	PBDIT (in Rs. Crore)
Company 1			



<b>Total</b>			

*\*The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

**Exhibit (ii): Applicable in case of Bidding Consortium**

**(To be filled by each Member in a Bidding Consortium separately)**

**Name of Member:** *[Insert name of the Member]*

PBDIT Requirement to be met by Member in Proportion to the Equity Commitment: INR -----  
Crore (Equity Commitment (%) \* Rs. [] Crore)

For the above calculations, we have considered PDBIT by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

<b>Name of Consortium Member Company</b>	<b>Name of Affiliate(s) whose PBDIT is to be considered</b>	<b>Relationship with Bidding Company* (If Any)</b>	<b>PDBIT (InRs. Crore)</b>	<b>Equity Commitment (in %age) in Bidding Consortium</b>	<b>Proportionate PBDIT (InRs. Crore)</b>
<b>Company 1</b>					
---					
---					
<b>Total</b>					

*\* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

**(Signature & Name of the Authorized Signatory)**

**(Signature and Stamp of CA)**

**Membership No.**

**Regna. No. of the CA's**

**Firm:**

**Date:**

Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover duly certified by the Chartered Accountant.

(ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules, and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

(i) In case of the Bidder choosing to meet the Liquidity criteria through an In-principal sanction letter, such document shall be separately submitted by the bidder as part of the bidder's Response to REQUEST FOR SUPPLY & INSTALLATION OF CAGES.

## Annexure X: UNDERTAKING

*To be submitted on the letterhead of the Bidder)*

We, hereby provide this undertaking to National Fisheries Development Board, in respect to our response to REQUEST FOR SUPPLY & INSTALLATION OF CAGES vide REQUEST FOR SUPPLY & INSTALLATION OF CAGES No. \_\_\_\_\_ dated \_\_\_\_\_, that M/s \_\_\_\_\_ (insert name of the Bidder), or any of its Affiliates is not a wilful defaulter to any lender, and that there is no major litigation pending or threatened against M/s \_\_\_\_\_ (insert name of the Bidder) or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. In concurrence, We do hereby confirm that our offer is strictly in accordance with the terms and condition of the REQUEST FOR SUPPLY & INSTALLATION OF CAGES without any deviation/ condition. Also, We confirm the following:

- i) Bidding firm has not been debarred/ delisted by any Government/ Quasi-Government/ Public Sector undertaking in India.
- ii) The proprietor/ partner(s)/ authorized signatory of the bidding firm is/ are not associated with other firm bidding for the same work.

(Name and Signature of the Authorized Signatory)

## **Annexure XI: TERMS & CONDITIONS OF REVERSE AUCTION**

After opening of Financial bids and short-listing of bidders based on the price NFDB shall resort to “REVERSE AUCTION PROCEDURE”. Reverse Auction shall be conducted as per methodology specified in RfP and other provisions of Reverse Auction in RfP Documents and their subsequent Addenda/ Amendments/ Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their ‘Bid Price’ within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to e-portal provider
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfP document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfP document.
5. Bidders should acquaint themselves of the ‘Business Rules of Reverse Auction’, which is enclosed separately in the RfP document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant NFDB guidelines, shall be initiated by NFDB.
7. The Bidder shall not divulge either his Bids or any other exclusive details of NFDB to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
  - a) Although extension time is ‘8’ minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.
  - b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of NFDB, bid process, bid technology, bid documentation and bid details.
  - c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
  - d) Technical and other non-commercial queries (not impacting price) can only be routed to the NFDB contact personnel indicated in the RfP document.
  - e) Order finalization and post order activities such issue of LOA, etc. would be transacted directly between successful bidder(s) and NFDB.
  - f) LOA shall be placed outside the e-portal & further processing of the LOA shall also be outside the system.

- g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated of the RfP document.
- h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.
- i) NFDB will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.
- j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.

10. No queries shall be entertained while Reverse Auction is in progress.

## **BUSINESS RULES OF REVERSE AUCTION**

Reverse Auction shall be conducted as per methodology specified in RfP and other provisions of Reverse Auction in RfP documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

<b>Sl. No.</b>	<b>Parameter</b>	<b>Value</b>
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	30 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	08 Minutes
3.2	Automatic extension Time-Duration	08 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	Prices quoted by the bidders in Financial Bid (Second Envelope)

Online Reverse Auction shall be conducted by NFDB on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the Reverse Auction, any requests for extension of time will not be considered by NFDB. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction

cannot be the cause for not participating in the Reverse Auction. NFDB shall not be responsible for such eventualities.

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/ no. of projects being auctioned, auction rules etc.

NFDB reserves the right to cancel/ reschedule/ extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

NFDB shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of NFDB shall be binding on the bidders.

Other terms and conditions shall be as per bidder's techno-commercial offers and as per the RfP document and other correspondences, if any, till date.

The Bidders would be required to Register their Firm / Company with the Digital Signature of the Authorised Signatory of the Firm / Company on the Government of India "eProcurement Platform" at <https://www.eprocure.gov.in> and submit their Bids 'Online'.

Only the information submitted through 'Online Portal' would be considered for the purposes of Bid Evaluation. The Authority shall under no circumstances consider any additional information that is provided as part of 'Hard Copy' submission.

## **DISCLAIMER**

The information contained in this Request for Proposal document (hereafter referred as the “REQUEST FOR SUPPLY & INSTALLATION OF CAGES”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this REQUEST FOR SUPPLY & INSTALLATION OF CAGES and such other terms and conditions subject to which such information is provided.

This REQUEST FOR SUPPLY & INSTALLATION OF CAGES is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidder(s) or any other person. The purpose of this REQUEST FOR SUPPLY & INSTALLATION OF CAGES is to provide interested parties with information that may be useful to them in submitting Bids pursuant to this REQUEST FOR SUPPLY & INSTALLATION OF CAGES. This REQUEST FOR SUPPLY & INSTALLATION OF CAGES includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This REQUEST FOR SUPPLY & INSTALLATION OF CAGES may not be appropriate for all persons, and it is not possible for the Authority, its employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this REQUEST FOR SUPPLY & INSTALLATION OF CAGES. The assumptions, assessments, statements, and information contained in the Bidding Documents may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this REQUEST FOR SUPPLY & INSTALLATION OF CAGES and obtain independent advice from appropriate sources.

Information provided in this REQUEST FOR SUPPLY & INSTALLATION OF CAGES to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this REQUEST FOR SUPPLY & INSTALLATION OF CAGES or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this REQUEST FOR SUPPLY & INSTALLATION OF CAGES and any assessment, assumption, statement or information contained therein or deemed to form part of this REQUEST FOR SUPPLY & INSTALLATION OF CAGES or arising in any way for participation in this Bid Stage.

If the supplier / service provider fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, as sum equivalent to 0.5% (half percent) of the delivered price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10% ( ten percent) of the goods or services contract price. Once the maximum is reached, the purchaser may consider termination of the contract, if the same have not been terminated already.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this REQUEST FOR SUPPLY & INSTALLATION OF CAGES.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this REQUEST FOR SUPPLY & INSTALLATION OF CAGES.

The issue of this REQUEST FOR SUPPLY & INSTALLATION OF CAGES does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.