

# **RFP for engagement of consulting firm**

## **Request for proposal (RFP)**

**For**

**The engagement of consulting firm for the proposed Aquarium Complex in Gurugram, Haryana**

**RFP ID NO. Planning/Aquarium/1**

**Director Fisheries Haryana**

**Address: Bays No. 31-32, Sector- 4,Panchkula,**

**Phone No. 0172-2565743, 2564961**

**Email ID: fisheries@hry.nic.in**

**Website: harfish@gov.in**

## PROPOSED AQUARIUM COMPLEX IN GURUGRAM, HARYANA

### I. Context

The proposal is to establish a State-of-the-art Aquarium in one acre land in Gurugram, Haryana adjoining the existing entertainment area namely Kingdom of Dreams (KOD). The aquarium will serve as a Commercial, Educational and knowledge center focusing on fresh or marine water fishes, crustaceans, and other aquatic species exhibited in different forms of display units, walk in tunnels, knowledge centres, experience centers, etc.,

Aquarium proposed to be setup shall draw attention of all the age groups, during all seasons as an entertainment area of the international standard experiencing the aquatic species in its natural environment. Strategic and suitable displays, exhibits, touch pool creatures and marine artifacts will attract the visitor through the defined process of entry and exit.

Proposals are invited from the experienced consulting firms along with consortium partner for carrying out prefeasibility study, preparation of DPR, subsequent to the approval of DPR the consulting firm shall prepare the RFP, shall hold prebid meetings, evaluate the offers in association with the departmental committee for the selection of the System Integrator, Transaction Advisory, and Post Transaction Implementation Support as per scope of work given as under:-

### II. Scope of work:

The aquarium complex in Gurugram is proposed to be setup in the PPP Mode. The scope of work of the consulting firm includes the following:

#### Phase -I: Prefeasibility:

1. Site validation by conducting the geotechnical studies, assessing the boundary conditions for the proposed project, accessibility of the site, etc.,
2. Define the components of the Aquarium post consultation with authorities and industry and may include inter alia:
  - a. Air-conditioned Indoor Aquarium Building with
    - i. Wall display units of different sizes for freshwater, brackish water and marine aquatic species:
    - ii. Cylindrical tanks and touch pools in appropriate locations:
    - iii. Feeding centers:
    - iv. Knowledge centers:

- v. Back end life support systems,
  - vi. Quarantine facilities,
  - vii. Water analysis laboratory reservoirs,
  - viii. Food preparation rooms,
  - ix. Stores,
  - x. Offices:
- b. Outdoor Garden, Coral gardens, etc.
  - c. Restaurants, Souvenirs shops.
  - d. Multimedia theatre for showing the 3D educational movies related to the marine life, its habitats
  - e. Museum with specimens and display boards and charts.
  - f. Parking Area
  - g. HVAC system for biosecurity and life support systems
  - h. Training and Seminar rooms,etc
3. Preparing the master lay out of the AQUARIUM COMPLEX by mapping of the site for the boundary and contours, preparing technical specifications as per the prevailing ecosystem and in line with the different funding from PMMSY and TOURISM
  4. Prepare the Capital cost based on the latest schedule of rates for Haryana/prevaling market rates, operational cost and the revenue pattern including the financial prefeasibility, anticipated direct and indirect employment generation.

### **Phase II: Detailed Project Report (DPR):**

Once the pre-feasibility report is approved, the consulting firm shall prepare a detailed project report based on the PPP mode which will include but not limited to.

1. Details on each component of the aquarium complex in terms of size, capacity etc
2. Prepare the list of equipment and machineries required for the project
3. Prepare a production bio plan for the individual units and work out the operationalcost
4. Define the components of work to be carried out on EPC and the components of workto be carried out on PPP
5. Estimate the revenue, capital cost, and operational cost of the project
6. Examine financial/economic viability of the project, preparation of application for financing in various schemes like PMMSY, FIDF, Tourism etc.

7. Propose a mechanism for implementation of the project including inviting investor for PPP Mode, Phasing of the project, Components for EPC & PPP, Timelines for various activities etc.

8. Submit a DPR comprising of the above for approval of the Department/State Govt. and Government of India

**Phase III: Transaction advisory work**

Subsequent to the approval of DPR the Consulting Firm shall prepare the RFP(s), shall hold prebid meetings, evaluate the offers in association with the departmental committee for the selection of the System Integrator w.r.t all aspects of the projects,

**Phase IV: Post transaction implementation support**

After successful award of the project to the system integrator the Consulting firm shall also be fully associated for the following:-

1. Overall project management in terms of timeline
2. Monthly report on the progress of work
3. Suggestions to ensure timely completion of work
4. Detailing out various training modules, SOP's, Safety Protocols etc.

No on-site present is envisaged in Phase IV. Only monthly visit and coordination meeting with various agencies are envisaged and handhold the Department in project implementation from Concept to Commissioning.

**III. EVALUATION CRITERIA**

The selection of the consulting firm shall be based on the lowest bid received as per the Haryana Government Purchase Procedure guidelines detailed in the document. However there is a technical qualifying criteria and only such bidders shall be technically qualified scoring 60 or more marks. The technical proposal will be evaluated on the basis of following:-

1. Firm relevant past experience.
2. Adequacy of the proposed methodology and work plan in response to this RFP and to be submitted with the bid.
3. Size and age of the consulting firm etc.
4. Qualification and Competence of the key personnel.

**IV. Technical Qualification Criteria.**

- 1.

Approach & Methodology (A&M)	Overall A&M a. Understanding of the project and its	3.00 each	15.00
------------------------------	--	-----------	-------

	<p>requirement</p> <p>b. Details of Methodology</p> <p>c. Project management office structure</p> <p>d. Experience in Preparing DPR's of fisheries/related projects etc.</p> <p>e. Risk management</p>		
Project Experience	Relevant Experience of the bidder or its consortium partner with suitable performance certificate/completion proofs	4.00 each for completed project with completion certificate (Maximum 12 marks) 2.00 each for ongoing project with satisfactory certificate (Maximum 8 marks)	20.0
	The Average annual turnover in last 3 financial year i.e. 2018-19, 2019-20, 2020-21 should be Rs. 50 Crore respectively or Rs. 125 Crore consolidated in the said 3 financial years.	(5 mark)	5.00
	Subtotal		40

2.

Specific Requirement	Documents required		Maximum
<p>Proposed Team –60 marks</p> <ul style="list-style-type: none"> <li>Team Leader – MFsc/Phd in Fisheries/MBA or Equivalent with 15 year experience in Agro/Fisheries/ related Projects</li> </ul>	<p>Qualification details and CV of the team members must be provided</p>	<p>Minimum 2 appropriate CV's with related experience to be provided to qualify and maximum 4 CV's shall be considered with 3 marks each- Totaling 12 marks. The department will select one appropriate/suitable candidate.</p>	12 marks

<ul style="list-style-type: none"> <li>• Technical Consultant – M.Tech or Equivalent in related field with experience in Pre feasibility/ Feasibility, preparation of DPR, RFP, project execution &amp; management etc.</li> </ul>		<p>Minimum 2 appropriate CV's with related experience to be provided to qualify and maximum 4 CV's shall be considered with 3 marks each- Totaling 12 marks.</p> <p>The department will select one appropriate/ suitable candidate.</p>	12 marks
<ul style="list-style-type: none"> <li>• Aquarium Expert – Graduate degree Biology /Zoology /Fisheries /Marine Biology with 10 years' experience in developing Aquarium Projects</li> </ul>		<p>Minimum 2 appropriate CV's with related experience to be provided to qualify and maximum 4 CV's shall be considered with 3 marks each-Totaling 12 marks.</p> <p>The department will select one appropriate/ suitable candidate.</p>	12 marks
<ul style="list-style-type: none"> <li>• Financial Expert – CA/MBA or Equivalent with experience of financial modelling for infrastructure Projects</li> </ul>		<p>Minimum One(01) appropriate CV's with related experience to be provided to qualify and maximum 2 CV's shall be considered with 4 marks each- Totaling 8 marks.</p> <p>The department will select one appropriate/ suitable candidate.</p>	08 marks

• Construction		Minimum 2 appropriate CV's with related experience to be provided to quality and maximum 3 CV's shall be considered with 2 marks each- Totaling 6 marks. The department will select one appropriate or suitable candidate.	6 marks
	Subtotal		50 marks
Specific Requirement	Documents required		
Technical Presentation	The bidder to make technical preparation to the committee on the overall understanding of the project, its execution, key focus areas etc.		10 marks
	Total		100.00 marks
The bidder should be a legal Business Entity registered under the relevant and prevailing law relating to partnership in India, and in operation for the last 3 years	- Certificates of incorporation - Registration Certificates - Service Tax Registration GST Certificate Income Tax Returns (Last 3 years)	-	
A power of attorney / Board resolution in the name of the person signing the bid.	Original Power of attorney / Board resolution copy	-	

*Note: 1. The credentials of consulting firm and its affiliates or consortium partners will be considered for technical evaluation.*

**V. Deliverable Time lines:**

Sr. No.	Deliverable	Time from award of the contract*
1	Prefeasibility Report	2 weeks

2	Detailed Project Report	Within 4 Weeks from the approval of prefeasibility report.
3	Customization of the bid document/RFP	Within 4 weeks from the approval of DPR
4	Release of RFP by the Department	
5	Assist Department in Bid Management, processing and selection of the implementing agency and award of contract	2 months from the receipts of the bids
6	Assisting the department during the execution of the project till handing over	Ongoing

\*From the date of signing the contract.

## VI. BID SUBMISSION

The interested firms may submit their complete technical proposal latest by 04<sup>th</sup> October 2021 upto 2.00 noon in the office of Directorate Fisheries Haryana, Bays No. 31-32, Sector-4, Panchkula in two envelop system comprising of technical bid and financial bid separately sealed and submitted in a larger cover envelop.

## VII. Financial Bid format

S.N.	Stage	Financial Quote and Levies (Rs)
1	Pre-feasibility	
2	Detailed Project Report	
3	Transaction services	
4	Post transaction implementation support for one year	
5	Total Cost	
	GST	
	Total	

## VIII. General Conditions:-

1. For each purposed resource the responsibilities areas and proposed period on the engagement (in Main months/Main Hours shall be provided by the bidders.
2. Successful bidders shall provide the undertaking before award of the contract that the key staff identified for the project as (as submitted in the proposal) shall be available for the respective proposed work requirements during the duration of the projects till its successful completion.



3. The bidder shall provide the scheduling of the personnel CVs of whom have been used in the proposal. The resource scheduling should be suitably inked with activity chart proposed by bidder. If the personnel whose CV has been used is not available at the time of award of contract same can be suitably replaced with a person of similar higher experience and qualification and in agreement with the department.
4. After opening of the price bid, the following procedures shall be followed by the Department. The price discovery for the award of project shall be generally determined the L1 bidder as per above procedure and the negotiations. If any, held with the lowest bidder. However, the award of works negotiations could be held up to L3 bidder, if the difference between the L1 quoted rate and those quoted by L2 and L3 is within 5% of the L1 quoted rates. In cases where the L1 bidder refuses to further reduce his offered price and the L2 or L3 bidder comes forward to offer a price which is better than the price offered by the L1 bidder, the bidder whose price is accepted becomes L1 bidder. However, in such a situation, the original L1 bidder shall be given one more opportunity to match the discovered price. In case of acceptance, he would be treated as the L1 bidder.
5. Tenders shall be decided as per the prevailing instructions of Government of Haryana/ Department.
6. The Department reserves the right to accept or reject any or all Bids, and to annual the Bidding process and reject all Bids of any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders of any obligation to inform the affected Bidder or Bidders on the grounds for the Department action.
7. Pooling by the bidders is strictly prohibited. If it is found at any stage that pooling has been done by the various bidders, then their bids/tender may be cancelled and action against the defaulting bidders will be taken such as black listing/debarring them from Nigam tenders for two years.
8. Prior to the expiration of the period of Bid validity and extended validity period, if any, the Department will notify the successful Bidder in writing by registered letter or by e-mail or fax to be confirmed in writing by registered letter, that its Bid has been accepted.
9. The notification of award will constitute the formation of the Contract.
10. The Lead Bidder shall be fully responsible for the execution of the project in both the alternatives whether bidding individually or along with consortium partner.

## **IX. General (Commercial) Conditions of Contract**

### **1. Price Basis**

Ex-works prices quoted by the Bidder shall be 'FIRM' during the performance of the Service Contract and shall not be subject to variation on any account, for all intents

and purposes. However, the statutory levies (such as GST, etc. on the service contract) shall be paid on actual as applicable at the time of payment.

## 2. Payment Terms

Payment shall be regulated milestone wise and shall be through Bank Transfer/Cheque/RTGS as per the following deliverable on satisfactory completion of Services for that milestone:-

### **No Advance Payment Shall be Made**

<b>Description of Milestone</b>	<b>% of contract value</b>
Accomplishment of As-Is study, Feasibility report	5%
Preparation of DPR and its approval	5%
Preparation of customized RFP document for the appointment of implementation agency and its release.	5%
Accomplishment of Pre-Bid meetings, Bid evaluation (Technical & Financial) processes and Finalization of contract with selected Implementation agency(s).	15%
Site preparation and completion of Civil Infrastructure of site	10%
On receipt and installation of all the necessary equipment in working condition and properly installed and certified by the Consultant.	15%
On successfully Commissioning of the project.	15%
Go-Live of the Aquarium for atleast 6 weeks	15%
On successfully completion of all responsibilities and obligations under the contract.	15%

The payment shall be made on 30th day of submission of the bill and requisite documents to the executing office by the firm.

## 3. PAYING AUTHORITY

The paying authority is Fisheries Department Haryana, Bays No. 31-32, Sector-4, Panchkula.

	Any information (progress report etc.) as and when sought by any Agency such as Ministry of Fisheries/ GOH/ Department etc. will be furnished by the consultant	<ul style="list-style-type: none"> <li>• Information shall be submitted in form of a report as and when required</li> <li>• Regularly enter &amp; update of statistics and project data details on dedicated website to keep it current</li> </ul>	ongoing
--	---	--	---------

Note: The deliverable mentioned are indicative only. Directorate Fisheries Department Haryana may ask for additional assignments suiting to need and requirements under the scope of the project.

#### 4. Cost of Bidding

The Bidder shall bear all the cost and expenses associated with preparation and submission of its Bid including post Bid discussions, technical and other presentation etc. and Fisheries Department Haryana will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

#### 5. Clarifications on Bid documents

5.1 If the prospective Bidder finds discrepancies or omission in the specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for any interpretation/clarifications to the Fisheries Department Haryana. The Fisheries Department Haryana then will issue interpretations and clarifications as he may think fit in writing. After receipt of such Interpretations and clarifications, the Bidder may submit his Bid but within the time and date as specified in the invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding document and shall accompany the Bidder's proposal. Prospective Bidder requiring any clarification on Bidding Document may notify the Fisheries Department Haryana in writing.

5.2 Verbal clarifications and information given by the Fisheries Department Haryana or his employee(s) shall not in any way be binding on the Fisheries Department Haryana.

#### 6. Amendment of bidding document

6.1 At any time prior to the deadline for submission of Bids, the Fisheries Department Haryana may, for any reason. whether at its own initiative or in response to a clarification required by a Prospective Bidder, modify the Bidding Documents by amendment(s).

6.2 The amendment will be notified in writing or by Email to all prospective Bidders, which have received the Bidding Document at the address contained in the letter of request for issue of Bidding Document from the Bidders.

- 6.3 The amendment will be notified through Corrigendum uploaded in the Website of Fisheries Department Haryana and [https:// http://harfish.gov.in](https://http://harfish.gov.in). Fisheries Department Haryana will bear no Responsibility or liability arising out of non-receipt of the same in time or otherwise.
- 6.4 In order to afford prospective Bidder reasonable time in which to take the amendment into account in preparing their Bids, the Fisheries Department Haryana may, at its discretion, extend the Deadline for the submission of Bid.
- 6.5 Such amendments, clarifications etc. shall be binding on Bidders and will be given due consideration by the Bidder while they submit their Bids and invariably enclose such documents as a part of the Bid.

## **7. Language of Bid.**

The Bid prepared by the Bidder and all correspondence and documents relating to the Bid, exchanged by the Bidder and the Fisheries Department Haryana, shall be Written in the English language.

## **8. Documents Comprising the Bid**

- 8.1 The Bidder shall complete the Bid Form inclusive of Price Schedules Technical Data Requirements etc. Furnished in the Bidding Documents, indicating, for the services to be rendered, a brief description of services, duration, quantity and prices.
- 8.2 The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed in Clauses- as above.
- 8.3 The Bidder must enclose Income Tax clearance certificate along with the Tender.
- 8.4 The Bid Security shall be furnished in a separate cover in accordance with clause- as above

## **9. Bid Price**

- 9.1 Ex-works prices quoted by the Bidder shall be 'FIRM' during the performance of the Contract and shall not be subject to variation on any account, for all intents and purposes. However, the statutory levies (such as GST etc.), Shall be paid on actual as applicable at the time of payment.
- 9.2 The prices shall be quoted in Indian Rupees.
- 9.3 No mobilization advance shall be paid to the successful Bidder, as such the same will not be considered in the Bid.

## **10. Bid validity**

- 10.1 Bids shall remain valid for 180 days from the date of opening of Part-II (Price) Bids.
- 10.2 In exceptional circumstances, prior to expiry of the original Bid validity period, the Employer may request the L-1 Bidder to extend the period of validity for a specified

additional period. The request and the responses there to shall be made in writing or by e-mail / fax. The bidder may refuse the request without forfeiting its bid security. The Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his Bid for the period of the extension. Further, in case of refusal or no response by L-1 bidder till the expiry of bid validity period, the tender shall be dropped. In any case, the EMD of bidder other than L-1 shall invariably be refunded, within 14 days after expiry of bid validity.

#### **11. Taxes and Duties (As applicable for the service contract)**

All GSTs, any other tax, duties and levies, as applicable, payable by the Bidders in respect of the transaction between the bidders and their vendors/ sub-suppliers. If any All GSTs, any other tax, duties and levies as applicable will be shown separately in quoted price as per present applicable GSTs, any other tax, duties and levies rule. GSTs. The successful bidder after completion of supply will give a certificate that GSTs, any other tax. Duties and levies charged from Fisheries Department Haryana has been paid to the concerned authorities.

#### **12. Earnest Money Deposit**

12.1 The bidder shall furnish EMD as specified in the NIT.

12.2 The EMD of Rs. 10 Lakh shall be deposited online by the firm through Debit Card or RTGS/ NEFT or Net banking. It is expected of the prospective bidder to deposit EMD online by at least one day before deadline of submission of bids due to web portal provisioning. Any non-acceptance of EMD by web-based system on last day of submission of bids due to web-portal constraints shall be the bidder's responsibility.

OR

in the shape of Bank Guarantee from scheduled bank valid upto 193 days from the date of opening of part-1 of tender. If the Bank Guarantee submitted by a bidder is of required amount and is otherwise in order but the validity of the Bank Guarantee is less than the prescribed limit but not less than 90 days from the date of opening of Part-1 of bids, then the Part-1 of the tender of the bidder shall be opened with the condition that the bidder shall within 10 days of opening of Part-1 get the validity of the Bank Guarantee extended for the required period, failing which the tender of the bidder all be rejected.

12.3 Any bid not secured in accordance with as mentioned above will be rejected by Fisheries Department Haryana as non-responsive.

12.4 EMD of Unsuccessful Bidders will be refunded within 2 weeks after the award of the contract.

12.5 EMD furnished by the Successful bidders will be refunded within 7 days from the receipt of confirmation of Performance Guarantee as per contract by the

Directorate Fisheries Department, Haryana on intimation to the Additional Chief Secretary, Fisheries Department, Haryana for making necessary entry in the EMD register.

12.6 The EMD may be forfeited:

- If the bidder withdraws / modifies its bid during the period of bid validity specified by the bidder in the tender; or
- If the bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid: or
- If as per the Qualifying requirements the bidder has to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) Of the respective executants (s); or
- In case of a successful bidder, if the Bidder fails to sign the contract,
- In case of a successful bidder, if the Bidder fails to furnish the performance Guarantee.

12.7 The EMD shall be submitted along with the bid in separate sealed envelope and also photocopy thereof to be attached with the bids. Any bid not accompanied by the required in accordance with provisions of this clause will be rejected and shall not be opened.

12.8 No interest shall be payable by Fisheries Department Haryana on the above EMD.

12.9 The bidder shall deposit performance bank guarantee @20% of the cost of project within 7 days of issue of letter of intent.

### **13. Format of Bid**

13.1 BID must be submitted in a sealed envelope in two parts and each part in separate sealed envelope complete in all respects, which will be received up to 13.00 Hrs. on the due date at the following address: Directorate Fisheries Department, Bays No. 31-32, Sector-4, Panchkula-134112, Haryana.

Email Id: fisheries@hry.nic.in

Part I — It will comprise of terms and conditions of the NIT, technical specifications, qualifying criteria documents (Technical & Financial) and all other relevant information except the price schedule.

Part II — Price schedule

Each part and envelope containing bid security should be sealed in separate /individual covers clearly marked on the outside so as to identify each envelope, without opening the covers. All the sealed envelopes should be properly tagged and placed in one common sealed cover bearing on the top “NIT No.

\_\_\_\_\_ due on \_\_\_\_\_ Name of the work, Name of bidder with address, Validity Period \_\_\_\_\_ and particulars of bid security" against each work for establishment of Aquarium Complex in Gurugram, Haryana on turn-key basis.

First the BID SECURITY ENVELOPE will be opened and in case bid security is not found for the required amount or not in acceptable mode, the offer envelope will be not opened and same shall be returnable to the bidder on next working day of due date of opening.

Part - I of tender will be opened on the same day at 15.00 hrs in the Directorate Fisheries Department, Haryana for those bidders who meet / fulfill the requirement of bid security deposit.

Part - II of tender will be opened on a prefixed date which will be intimated to all those bidders who qualifies the Technical, commercial & financial qualifications criteria.

NITs which are opened before the due date by mistake, in case no indication having been

given in the outside of the envelope or container top (indicate that 1 is NIT, will be disqualified.

13.2 The original and copy of the NIT shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract, The letter of authorization shall be indicated by the written power of attorney accompanying the NIT. All pages of the NIT, except for un-amended printed Literature, shall be initialed by the person or persons signing the NIT.

13.3 The NIT shall contain no interpolation, erasure or overwriting except as necessary to correct errors made by the Bidder, in that case, each such correction shall be initiated by the person or persons signing the NIT.

13.4 NITs shall be fully in accordance with the requirements of these documents and the specifications attached herewith etc. Appropriate forms furnished with the bidding documents shall be used in quoting NIT prices.

13.5 Conditional NITs shall not be accepted. Consistent with the intent of bidding documents, bidders may offer alternatives to their base NIT such alternatives will be given careful Consideration provided that:

a) They are described in the applicable bidding schedule and sufficient Supplementary information is furnished in the form of specifications, drawings and Literature, to permit a complete evaluation of the NIT.

b) The reasons for the desired alternatives and their relative advantages shall be clearly stated. Fisheries Department Haryana reserves the right to accept or reject such

alternatives.

13.6 Time being the essence of the contract, the bidders should indicate in the NIT the time of completion of work in the attached form. The desired completion period of Fisheries Department Haryana as Indicated in the specifications attached, should be strictly adhered to. The quality of work shall also form an essence of the contract.

13.7 Queries relevant to the Bidding Documents prior to opening of NITs shall be addressed to: -

By mail:- Directorate Fisheries Department, Bays No. 31-32, Sector-4, Panchkula-134112, Haryana.

Email Id: [fisheries@hry.nic.in](mailto:fisheries@hry.nic.in)

#### **14. Signature of Bid**

14.1 The Bid must contain the name, residence and place of business of the person or persons making the Bid and must be signed and sealed by the Bidder with his usual Signature. The names of all persons signing the Bid should also be typed or printed below the signature.

14.2 by a partnership must be furnished with full names of the all partners and be signed with the partnership name, followed by the signature(s) and Designation of the authorized partner(s) or other authorized representative(s). Copy of the Partnership deed will be supplied along with the Bid.

14.3 Bid by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary/other person/or persons authorized to Bid on behalf of such Corporation/Company in the matter.

14.4 A Bid by a person who affixes to his signature the word 'President' 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing his Principal will be rejected.

14.5 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the Bid.

14.6 The Bidder's name stated in the proposal shall be the exact legal name of the firm.

14.7 Bids not conforming to the above requirements of signing may be disqualified.

#### **15. Deadline for submission of Bid.**

15.1 Bids must be received by the Fisheries Department Haryana at the address specified under Clause, not later than the time and date mentioned in the invitation to Bid.

15.2 The Fisheries Department Haryana may, at its discretion, extend this deadline for the



submission of Bids by amending the Bidding document, in which case all rights and obligation of the Fisheries Department Haryana and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended.

15.3 Late Bids-: Any Bid received by the Fisheries Department Haryana after the time and date fixed or extended for submission of Bids prescribed by the Fisheries Department Haryana, will be rejected and /or returned unopened to the Bidder.

## **16. Modification and withdrawal of Bids**

16.1 The Bidder may modify or withdraw its Bid after the Bid's submission provided that Written notice of the modification or withdrawal is received by the Fisheries Department Haryana prior to the deadline prescribed for submission of Bids.

16.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the procedure given in Clause 18.0,

16.3 No Bid may be modified subsequent to the deadline for submission of Bids.

16.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of BE validity specified by the Bidder on the Bid form. Withdrawal / modification of a Bid during this interval may result in the forfeiture of Bidder's bid security,

16.5 The tenderer, after submitting its tenders, it is permitted to submit Alterations/ modifications to its tender so long such alteration / modifications are received duly sealed and marked like original tender up to the date and time of receipt of tender. Any amendment / modification received after the prescribed date & time of receipt of tender are not to be considered and any withdrawal of offer shall not be

16.6 The bidder shall quote price bid mention in the document. No letter of discount whatsoever shall be entertained at any stage.

## **17. Opening of Bids by Fisheries Department Haryana**

17.1 The Fisheries Department Haryana will open Bids in the presence Of Bidder's representatives (up to 2 persons) who choose to attend, on the date and time for opening of Bids in the invitation to Bids or in case any extension has been given thereto, on the extended Bid opening date & time notified to all the Bidders who have purchased the Bidding Documents. The Bidder's representatives who are present shall sign e- register evidencing their attendance.

17.2 "The Bidder" names, Bid prices, modifications, Bid withdrawals and the presence or absence of the requisite Bid security and such other details as the Fisheries Department Haryana, at its discretion, may consider appropriate will be announced at the opening.

17.3 No Electronic recording devices will be permitted during Bid opening.

## **18. EVALUATION OF TENDERS**

18.1 The Purchaser shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. The Purchaser shall carry out detailed evaluation of the substantially responsive bids. The Purchaser shall check the bid to determine whether they are complete, whether any computational errors have been made or required sureties have been furnished.

18.2 Arithmetical error shall be rectified on the following basis. -

- a) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser.
- b) In case of discrepancy between words and figures, the amount in words shall prevail.

## **19. Settlement of Disputes**

19.1 The consulting firm and the Department shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

19.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms

## **20. Arbitration**

All matters, question, disputes, differences and/or claims arising out of and/or concerning and/or in connection and/or in consequences or relating to this Contract whether or not obligations of either of both parties under this contract be subsisting at the time of such dispute and whether or not this contract has been terminated or purported to be terminated or completed, shall be referred to the Sole arbitration of Secy,GoH Fisheries Department. The Award of the Arbitrator shall be final and binding on the parties to this Contract. Subject to aforementioned provisions, the provisions of Arbitration & Conciliation Act 1996 and the rules there under and statutory modifications thereof for the time being in force, shall be deemed to apply to the Arbitration proceedings under the Clause.

## **21. Termination for Default**

21.1 The Department, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the consulting firm, terminate this contract in whole or in part

- I) If the firm fails to deliver any or all the Services within the time period (s) specified in the contract, or any extension thereof granted by the Department.
  - II) If the firm fails to perform any other obligations(s) under the contract and
  - III) If the firm, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the department may authorize in writing) after receipt of the default notice from the firm
  - IV) On a notice period of 30 days.
- 21.2 In the event the department terminates the contract in whole or in part pursuant to above Para the Department may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the firm shall be liable to the department for any excess cost for such similar services. However, the firm shall continue the performance of the contract to the extent not terminated.
- 21.3 The jurisdiction of any matter/dispute with the said project lies with the Panchkula district and Punjab and Haryana High Court, Chandigarh

**In order to participate bidder shall submit proposals alongwith earnest money (EMD )latest by 04.10.2021 till 2.00pm through RTGS/NEFT or Net banking in the given Bank account details as below:**

**Haryana Fishery Resources Development Authority**

**Bank name:HDFC**

**Bank Account no.: 50100179680831**

**Bank IFSC Code:HDFC 0001324**

**Bank code:1324**

**Bank Address:HDFC Bank Ltd. SCO-21,Sector -27/C**

**Chandigarh**

**Pin code.160019**