

Directorate of Fisheries
(Animal & Fisheries Resources Department, Govt. of Bihar)
New Secretariat, Bailey Road,
Patna- 800001, Ph # 0612-2535800/2535899

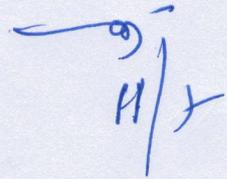
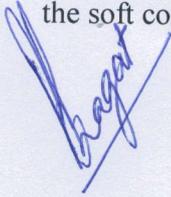
Invitation for Submission of Proposal (RFP)

Directorate of Fisheries, Animal & Fisheries Resources Department, Govt. of Bihar seeks a proposal under two-bid system (technical and financial) from reputed and experienced firms to provide manpower on contract basis for establishment of State Programme Unit (SPU) & District Programme Unit (DPU) to assist in implementation and monitoring of "Pradhan Mantri Matsya Sampada Yojana (PMMSY)" in Bihar.

The detailed terms and conditions for qualification of the bidders for the submission of bids, selection of the consultants, etc. are indicated in the bidding documents, which can be downloaded from department website- fisheries.bihar.gov.in.

Interested & qualified agencies are requested to submit their proposal along with the supporting documents, non-refundable tender fees of Rs. 8,000/- (Eight Thousand Rupees Only) & refundable demand draft of Rs. 5,00,000/- (Five Lakh Rupees Only) as Earnest Money Deposit (EMD) in the form of demand draft in favour of "Director Fisheries, Bihar, Patna" till 03rd August, 2022 till 5:00 PM by Registered/Speed Post/Courier.

The applications are to be addressed to the Office of Director Fisheries, Directorate of Fisheries, Vikas Bhawan, New Secretariat, Bailey Road, Patna-800001, Bihar. Applications should be submitted in the prescribed format in sealed envelope clearly labeled as "Proposal for Hiring of an Agency for Establishment of SPU & DPU under PMMSY in the Directorate of Fisheries under Animal & Fisheries Resources Department, Govt. of Bihar" which should contain three separate envelopes inside – (a) The first inner envelope should be marked as "Technical Proposal" which shall contain the Technical proposal with one hard copy duly marked as "Original" and "Copy" and (b) The second inner envelope should be marked as "Financial Proposal" which shall include the Financial Proposal with one hard copy duly marked as "Original" and "Copy" (c) A third sealed envelope shall contain the non-rewritable CD with the soft copy of the proposal in the PDF format.



Director Fisheries
Bihar, Patna

**Directorate of Fisheries,
Animal & Fisheries Resources Department
Government of Bihar**

Request for Proposal (RFP)

**Hiring of an agency for Establishment of
SPU & DPU under PMMSY in the
Directorate of Fisheries,
Animal & Fisheries Resources Department,
Govt. of Bihar.
Directorate of Fisheries**

(Animal & Fisheries Resources Department, Govt. of Bihar)
New Secretariat, Bailey Road,
Patna- 800 001, Ph # 0612-2535800/2535899

Invitation for submission of RFP

Hiring of an agency for establishment of SPU & DPU under PMMSY in Directorate of Fisheries under Animal & Fisheries Resources Department, Govt. of Bihar.

Important Dates and Events

Sr. No.	Items	Date & Time
1.	Last Date and Time of Submission of Proposals	03 rd August, 2022 till 5:00 PM
2.	Pre-bid Meeting Date	27 th July, 2022
3.	Pre-bid Meeting Venue	Department's Meeting Hall on 2 nd Floor, New Secretariat, Bailey Road, Patna- 800 001.
4.	Opening of Technical Proposal	04 th August, 2022 at 3:00 PM in Department's Meeting Hall on 2 nd Floor, New Secretariat, Bailey Road, Patna- 800 001.
5.	Cost of Bid document	Rs. 8,000/- (Eight Thousand Rupees Only)
6.	Earnest Money Deposit	Rs. 5,00,000/- (Five Lakh Rupees Only)
7.	Address for Communication	Directorate of Fisheries, Vikash Bhawan, New Secretariat, Bailey Road, Patna- 800 001, Ph # 0612-2535800/2535899
8.	Method of Selection	QCBS (QCBS; 80% weight to Technical and 20% weight to Financial Bid)
9.	Nodal person for general queries	Dileep Kumar Singh, Joint Director, Fisheries (SPU), Directorate of Fisheries, New Secretariat, Bailey Road, Patna- 800 001, Ph # 0612-2535800/2535899 Mobile No. – 9473191534
10.	Website	https://state.bihar.gov.in/ahd fisheries.bihar.gov.in
Amendment /corrigendum, if any, shall be published at above mentioned web address.		

Introduction

Directorate of Fisheries, Bihar, Patna, under the aegis of Animal & Fisheries Resources Department, Govt. of Bihar has the vision to ensure overall sustainable fisheries development, social security and participation of fisheries community of the State and their economic upliftment. The objective is to formulate, promote and implement various schemes aimed at the development of fisheries & fishers in Bihar. Key thrust of all programmes being implemented by DoF are primarily focused around economic and social empowerment through community-based institutions and support groups.

Government of India has announced the "Pradhan Mantri Matsya Sampada Yojana (PMMSY) for the year of 2020-21 to 2024-2025. The major objective of this scheme is to address critical gaps in fish production and productivity, technology inclusion, post-harvest infrastructure development and management, modernization and strengthening of value chain, traceability, establishing a robust fisheries management framework and fishers' welfare.

In view of the above, being the nodal agency, Directorate of Fisheries, Bihar, Patna has designed the plan of execution of various fisheries development schemes under PMMSY. As per Operational Guideline of PMMSY issued by the Government of India, State Level Approval and Monitoring Committee (SLAMC) at the State level and District Level Committee (DLC) at the district level have been constituted for the successful implementation and monitoring of the schemes.

For the effective implementation, execution & monitoring of the schemes in their respective districts as well as to assist SLAMC and DLC, *State Programme Unit (SPU)* at State Level & *District Programme Unit (DPU)* in the selected potential districts of the State are required to be established.

Scope of Work

It is proposed to form the State Programme Unit (SPU) at State Level and District Programme Unit (DPU) at the district level in 05 selected fisheries potential districts of the State as mentioned in the Agenda Notes of "Meeting with States/UTs on PMMSY Progress" held on 9th December, 2020.

On the basis of fisheries potential of the districts based on fish production & productivity, fishers' population and scope of expansion of fisheries activities, the following five (5) districts have been identified as potential districts for the establishing District Programme Units (DPU):

1	Siwan	2	Madhepura
3	Gopalganj	4	Paschim Champaran
5	Muzaffarpur		

Manpower Structure

Proposed manpower structure of the State Programme Unit (SPU) and District Programme Unit (DPU) is given below:

State Programme Unit (SPU)		District Programme Unit (DPU)	
Designation	Nos.	Designation	Nos.
State Program Manager (SPM)	1(one)	District Program Manager (DPM)	1(one) in each proposed District for DPU
State Data cum MIS Manager	1(one)		
Multi-Tasking Staff	1(one)		

Detailed scope of work (Role and Responsibilities of SPU & DPU):

A. State Programme Unit (SPU):

A. The State Level Programme Units will have the following responsibilities:

- i. To coordinate with the concerned State Government administration in all the matters relating to implementation of the PMMSY in the State.
- ii. SPU will coordinate with the State Department of Fisheries, all District Programme Units (DPU) and will ensure timely consolidation and submission of State Annual Plan, vision Documents to DoF/ NFDB.
- iii. SPU will be fully responsible for submission of physical and financial progress reports regularly as per the specified intervals to the DoF/ NFDB.
- iv. SPU will also responsible for uploading of the physical and financial progress reports, compilation of success stories in fisheries in the State and uploading of such reports to the PMMSY portal, MIS and DBT portal as per the instructions.
- v. SPU will assist the State Government in regular monitoring, review and evaluation of the progress in implementation of the PMMSY in the State and submission of reports to the DoF/ NFDB.

- vi. SPU will assist the State in compilation of the State specific available data with respect to the deliverables and outcomes envisaged under PMMSY. This includes fish production, productivity, employment generation, reduction in post-harvest losses and others, if any.
- vii. Any other role and responsibilities assigned by the concerned State Government and also by DoF, GoI from as per the needs.

B. District Programme Unit:

- i. Propagation of details of PMMSY in the District.
- ii. Assisting the District Fisheries Office/ District Administration/ District Level Committee in preparation of District Fisheries Development Plan on annual basis.
- iii. Assisting the District Level Committee (DLC) for approval of District Fisheries Development Plan, Monitoring & Evaluation of fisheries developmental projects taken up in the District under PMMSY.
- iv. Coordination with all concerned stakeholders and submission of physical and financial progress reports to the concerned States Programme Unit/State government/ Central Government as the case may be regularly at the specified intervals.
- v. Assisting the District Fisheries Officials/ DLC in taking up fisheries development activities in convergence with other fisheries related programmes/Schemes implemented in the districts, wherever feasible.
- vi. Any other duties/ responsibilities assigned by the District Fisheries Officers and District administration and DLC as per the local needs.

C. Other activities of SPU & DPU:

- 1. Publicity and promotion activities for PMMSY through Electronic, Social and Print Media.
- 2. Design and Printing of Guidelines, Publications, SOPs and other documents related to PMMSY.
- 3. Preparation of Vision Document, Annual Plan and assisting the States for preparation of their 5-year Prospective Plan, Annual Plans, District Fisheries Plans, *etc.*
- 4. Organizing Seminars, Workshops, Meets, Summits, Conferences (Regional/State Level) and Official Meetings including Fish Farmers, Fisheries Cooperative Meets, *etc.*
- 5. Organizing events such as Fish Farmers Day, World Fisheries Day and other events as per the needs, institutionalizing an award including awards for Best Performing districts, fishers, fish farmers, fish workers, fish vendors, fisheries entrepreneurs, *etc.*

6. Periodic Evaluation (Mid-term), whenever required and Post Implementation Evaluation (End-term) of PMMSY through Third party/ Independent Agency/ Individual Domain Expert/ Committee constituted by DoF Bihar.
7. Activities to support Quality, Control and Regulation of the fisheries sector aimed at enhancing Quality, Production and Productivity.
8. Any other activities identified by DoF, GoI or DoF, Bihar.

Educational Qualification for Manpower Resources

The manpower requirement will be as below:

S.no.	Designation	No. of Position/s	Consolidated Remuneration	Minimum Qualification	Location of Deployment
I	II	III	IV	V	VI
1	State Programme Manager (SPM)	1 (One)	Upto Rs. 70,000/- (Seventy Thousand Rupees) Per Month	<p>Essential: Master in Fisheries Science/ M. Sc. in Zoology/ M.Sc. in Marine Science/ M.Sc. in Marine Biology/ Masters in Fisheries Economics/ Industrial Fisheries/ Fisheries Business Management.</p> <p>Desirable: (i) Doctorate in the above disciplines. (ii) A degree in Management. Preference will be given for Agri Business Management, Knowledge of Information Technology (IT)/Computer Applications</p> <p>Experience: a) Minimum 7 years domain experience in any area of Fisheries and Aquaculture.</p> <p>Age: Not more than 45 years</p>	Patna, with Extensively travelling throughout Bihar
2	State Data cum MIS Manager	1 (One)	Upto Rs. 50,000/- (Fifty Thousand Rupees) Per Month	<p>Essential: a) M. Sc./MA in Statistics/ Mathematics/ Masters in Fisheries Economics. b) Minimum a Diploma in Information Technology / Computer Applications.</p> <p>Experience: a) Minimum 5 years domain experience in the area of large-scale data processing and management</p> <p>Age: Not more than 45 years</p>	Patna

3	Multi-Tasking Staff (MTS)	1 (One)	Up to Rs. 15,000/- (Fifteen Thousand Rupees) Per Month	Essential: Class – X Age: Not more than 35 years	Patna
4	District Program Manager (DPM)	05 Five (One in each selected potential district)	Up to Rs. 45,000/- (Rupees Fourty-Five Thousand) Per Month	Essential: a) Masters in Fisheries Science /M.Sc. in Zoology/ M.Sc. in Marine Science/ M.Sc. in Marine Biology/ Masters in Fisheries Economics/ Industrial Fisheries/ Fisheries Business Management. b) Minimum a Diploma in Information Technology/ Computer Applications. Desirable: A degree in Management. Preference will be given for Agri Business Management. Age: Not more than 35 years Experience: Minimum 3 years domain experience in any area of Fisheries and Aquaculture	Based at the District HQ with extensively travelling throughout the district

**The tenure/extension of job and aforesaid remuneration is subject to sanctioning and funding of the Scheme by GoI and State Government.*

**General description of team members of SPU/DPU to be furnished in Annexure-I.*

Qualification criteria & Technical Evaluation

Pre- Qualification Criteria (proofs to be attached along with proposal)

Pre-qualification criteria for establishing SPU & DPU under PMMSY		
Sr. No.	Requirement Description	Supporting evidence required
1	<p>The bidder should be a Legal Business entity. (Consulting agency/firm), it may propose a consortium/joint venture with other firms to enhance their candidature. However, evaluation will be done only for the lead bidding firm.)</p> <p>Organization registered under Company Act, Society Registration Act or any other act of the land</p> <p>Post Registration experience- The organization should be in existence for at least 5 years.</p>	<p>Incorporation / Registration Certificates are to be submitted.</p>
2	<p>PAN, GSTN, Udhdyog Aadhar</p>	<p>Certificates of each item are to be annexed.</p>
3	<p>The bidder should not have been blacklisted by any government agency/ organization for corrupt or fraudulent practices or deficiencies of services.</p> <p><i>(Proposal will be rejected if failed to submit the document.)</i></p>	<p>An affidavit from Notary Public is to be submitted in this regard.</p>
4	<p>Bidder should not have any non-tax litigation pending in any court in India.</p>	<p>A self-declaration signed by the authorized signatory is to be submitted.</p>
5	<p>Bidder should have an Average Annual Turnover of not less than Rs. 10.00 Crores in the last three consecutive financial years.</p>	<p>Certified copies of Audited financial statement of last three consecutive financial years i.e., 2018-19, 2019-20 & 2020-21 are to be attached.</p>
6	<p>Agency should have experience of minimum 2 years in providing PMU/PIU/IT PMU/Consultancy Services to Central/State Government Departments, or Externally Aided Projects of Government Department.</p>	<p>Work order / Contract for establishing PMU/PIU and Completion Certificate of completed project in Fisheries Sector in Government Organization, if any.</p>

Technical Evaluation Criteria

Technical Evaluation and scoring for RFP for establishing SPU & DPU under PMMSY				
Sr. No.	Requirement Description	Supporting evidence required	Technical Marks	Full Marks
1.	CVs and experience of personnel	CVs	State Programme Manager (SPM) – 05 Marks State Data cum MIS Manager - 03 Marks Multi-Tasking Staff (MTS) - 02 Marks District Program Manager (DPM) – 20 marks The marking will be based on basic qualification, professional qualification, relevant experience and years of experience.	30 Marks
2.	Average Annual turnover of bidder over the last three consecutive financial years	Certified copies of Audited financial statement of last three FY stating the turnover details.	5 to 10 Crores = 5 Marks Above 10 Crores = 10 Marks	10 Marks
3.	Experience of managing PMU/PIU/IT PMU or providing consultancy services in Government Organization. (The work order shall be of last five years by the date of submission of proposal)	Work orders / Contract	05 Marks each project (work order / contract)	20 Marks
4.	Experience of providing contractual manpower in Government/ Semi-government Projects.	Work orders / Contract	05 Marks each project (work order / contract)	10 Marks
5.	Approach & Methodology	Attach the same in maximum 5 pages		20 Marks
6.	Experience of working in Fisheries Sector/Project with Government	Work orders / Contract	15 Marks each project (work order / contract)	10 Marks
Total				100 Marks

***Number of consultants/ manpower can be increased or decreased as per requirement of the project and subject to the availability of the budget under the scheme.**

Evaluation Methodology:

Evaluation of Technical Proposal

The bidder shall be selected on the basis of Quality & Cost Based Selection (QCBS) Method, weight age to technical bid – 80% and weight age to financial bid – 20%. The minimum qualifying marks will be 75% marks i.e., 75 marks in technical evaluation. Proposal scoring at least 75% marks in technical evaluation will be processed for the financial evaluation.

In the first stage, the technical Proposal will be evaluated on the basis of the criteria stated in evaluation table above. Only those Applicants having Technical Proposals score 75% marks i.e., 75 marks or more out of 80 marks shall qualify for further consideration.

- The Agency obtaining at least **75 marks** on the basis of evaluation of the Technical Bid will qualify for evaluation of Financial Bid.
- Further, the Technical Agency will be selected from the technically qualifying bidders based on selection criteria.

Evaluation of Financial Proposal

In the second stage, the financial evaluation will be carried out based on criteria given below:

- Only those bidders qualifying in the Technical Evaluation would be considered for financial evaluation of their price bid.
- The GST and other levies, if any, should be furnished as per the format.
- The travel expenses of manpower of SPU and DPU for official/project related work shall be taken care by the administrative expenses approved under PMMSY for the State.
- Rate should be quoted on the basis of paying only manpower expenses.
- The selection method shall be based on Quality & Cost Based Selection Method.
- The Directorate of Fisheries would enter into a contract with successful eligible bidder.

The undersigned reserves the right to enter price negotiation with the successful bidder to reduce the quoted price, if the same is found to be irrational. An evaluation committee involving officers of Directorate under the chairmanship of Director would be formed to undertake the evaluation and selection process of formation of SPU/DPU.

The cost indicated in the Financial Proposal shall be deemed as final price and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the team to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant.

The Bidder shall be selected on the basis of **Quality & Cost based Method**, the minimum qualifying marks will 75 in technical evaluation. Financial proposal of only those agencies will be opened which has secured minimum 75 marks in technical evaluation.

Fisheries Directorate will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant.

An evaluation committee involving officers of Directorate under the chairmanship of Director would be formed to undertake the evaluation and selection process.

For financial evaluation, the total cost indicated in the Financial Proposal will be considered without considering the GST.

Method of selection: QCBS (QCBS; 80% weight to Technical and 20% weight to Financial)

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

$S_f = 100 \times F_m / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" is the price of the proposal under consideration.

[or replace with another inversely proportional formula acceptable to the Bank]

The weights given to the Technical (T) and Financial (P) Proposals are:

T = 0.80, and

P = 0.20

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = S_t \times T\% + S_f \times P\%$.

Award of Assignment

After selection, a Letter of Award shall be issued in duplicate by the Directorate of Fisheries, Government of Bihar to the Selected Consulting Firm and the said consulting firm shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in the acknowledgement thereof. The LOA shall constitute the Agreement for the purpose of this consultancy assignment.

Period of Assignment

The period of assignment will be three (3) years, which may be extended further subject to sanctioning and funding of Scheme by GoI and State Government. However, the number of consultants/ manpower can be increased or decreased as per requirement of the project and availability of the budget.

Joint Venture

Consulting agency/firm may propose a consortium/joint venture with other firms to enhance their candidature. However, evaluation will be done only for the Lead Bidding Firm.

Financial bid format

The bidder shall indicate the final bid amount in Indian National Rupee (INR) inclusive of all taxes, duties, and charges etc. of State or Central Government as applicable. All the financial bid shall be submitted.

Terms of Payment

The payment will be made on the basis of bills/invoices placed by the consultant before the authority along with monthly progress report as well as other necessary documents. Due verification of documentary evidences would be ensured by the department before releasing the payments.

Penalty Clause

For non-performance / delayed performance, the following penalties may be imposed:

- a) Forfeiture of Performance Security
- b) Directorate of Fisheries will reserve the right of performance review/evaluation of the selected agency.
- c) Deduction of 1% of fees of installment due to each week of delay or part thereof, wherever any deadline is fixed subject to ceiling limit of 5% of professional fees due.

Limitation of Liability

The liability of the agency/firm (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this assignment, including the work, or Services covered under this assignment, shall be the payment of direct damages only, which shall in no event in the aggregate exceed the Total Contract Value.

Performance Guarantee / Security

After selection of suitable applicant, the amount of EMD shall be refunded to the unsuccessful bidders. The EMD of the successful bidder shall be retained by Directorate of Fisheries, Government of Bihar till the completion of the assignment.

In addition, performance security shall be obtained from the selected agency in the form of bank guarantee (*Annexure II*) to the tune of 5% of the contract value. Performance security in the form of Bank Guarantee (BG) shall initially be valid till the end of this agreement and in case the assignment extends beyond the period, the validity of the Bank Guarantee shall be suitably extended.

Removal and Replacement of Team members

If Directorate of Fisheries finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Directorate of Fisheries determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Directorate of Fisheries written request, provide a replacement. In the event that any of Key Experts is found by the Directorate of Fisheries to have not performed as per desired standards then with a notice of one month Directorate of Fisheries may ask selected agency to replace the said expert with an Expert who is equally qualified or has higher qualification & experience then the same mentioned in the RFP.

Amendment to RFP

Prior to the closing time and date of receipt of bids, the Directorate of Fisheries may for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidders, modify the RFP document by an amendment in order to provide prospective bidder reasonable time for taking the amendment into account in paring their bids, the Directorate may at its discretion, extend the last date for receipt of bids and/or make other changes in the requirements set out in the RFP.

Disclaimer

The Directorate of Fisheries shall not be responsible for any late receipt of bids for any reasons whatsoever.

The Directorate of Fisheries reserves the rights to;

- a) Relax or waive off any of the conditions stipulated in this document as deemed necessary in the best interest of the government and the objective of the scheme without assigning any reasons thereof.
- b) Include any other items in the 'Terms of Reference' at any time after consultation in the pre-bid meeting or otherwise.
- c) Facilitate evaluation of Proposals, the Directorate of Fisheries may, at its sole discretion seek clarification from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Directorate of Fisheries for this purpose. Any request for clarification(s) and all clarification(s) on response thereto shall be in writing. If a bidder does not provide clarifications sought

above within the specified time, its proposal shall be liable to be rejected. In case the Proposal is not rejected, the Directorate of Fisheries may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding.

Right to reject any or all Proposals

Notwithstanding anything contained in the RFP, the Directorate of Fisheries reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.

The Directorate of Fisheries also reserves the right to reject any Proposal if:

- a) At any time, a material misrepresentation is made or uncovered; or,
- b) The Consultant / Institution does not provide the supplemental information within the time specified by the Directorate of Fisheries, sought for evaluation of the Proposal.

Miscellaneous

- a) The Selection Process shall be governed by, and constructed in accordance with, the laws of State and India and the Court at Patna shall have exclusive jurisdiction over all disputes arising under, pursuant to and /or in connection with the Selection Process.
- b) Office space shall be provided by Directorate of Fisheries, Animal and Fish Resources Department, Govt. Of Bihar.
- c) The travel expenses of the team for sanctioned official / project related field work shall be covered by Directorate of Fisheries, Animal and Fish Resources Department Govt. of Bihar for which the consultant/s would need to claim as per norms periodically.

Validity of Proposal

The proposal should be valid for a period not less than ninety (90) days from the due date for receiving the proposal.

Clarifications

Any clarification sought may be directed to Director Fisheries, Directorate of Fisheries, Animal and Fish Resources Department, Govt. of Bihar, New Secretariat (Vikas Bhawan), Bailey Road, Patna- 800001, Ph # 0612-2535800/2535899 Patna 800001, Email: directorfisheries-bih@nic.in, Website: <https://state.bihar.gov.in/ahd>, <https://fisheries.bihar.gov.in>

Roles & Responsibilities

Directorate of Fisheries, Animal & Fisheries Resources Department

- To detail the various activities to be performed under the assignment;
- To appoint a Nodal Officer to review the monthly progress and provide guidelines for necessary improvements;
- To design & execute the protocols required to govern the project;
- Conduct regular meetings with Departmental Officers for collection of information and data.

Implementing Agency (IA)

- To deploy the manpowers on all the specified posts strictly as per the prescribed qualification & guidelines.
- To ensure that all activities are being performed as per the requirement of department based on the deliverables of the project.
- To submit the monthly progress report including all data required/asked by the department.
- To ensure that all the contractual manpower is working as per the protocol of the assignment and scope of work.

Application Security

- The Applicant shall furnish, an Earnest Money Deposit (EMD) of Rs. 5,00, 000 only (Rupees Five Lacs only in the form of a Bank Draft issued by a Scheduled/Nationalized Bank in India, drawn in favour of the **Director Fisheries, Bihar & payable at Patna**.
- The Directorate of Fisheries under Animal and Fisheries Resources Department shall not be liable to pay any interest on the EMD deposit so made and the same shall be interest free. *Applications not accompanied by the Application Security shall be rejected by the Department as non-responsive.*
- The EMD of unsuccessful Applicant(s) will be returned by the Directorate of Fisheries under Animal and Fisheries Resources Department, without any interest, within 180 days of opening of the bids.
- The Selected Applicant's EMD will be returned, without any interest, upon signing of the MoU and furnishing the performance Security in accordance with the relevant provisions thereof.
- In case of the selected bidder/bidder fails/rejects to work, then the assignment maybe awarded to the second successful bidder.
- The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Department will suffer loss and damage on account of withdrawal of its Application or for any other default by the Applicant during the Application validity period. No relaxation of any kind on EMD shall be given to any Applicant.
- *EMD shall be forfeited and appropriated by the Animal and Fisheries Resources Department hereunder or otherwise, under the following conditions:*
 - If an Applicant submits a non-responsive Application;
 - If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - If an Applicant withdraws its application during the period of Application validity as specified in this RFP and as extended by the Directorate of Fisheries under Animal & Fisheries Resources Department from time to time;
- In the case of Selected Applicant, if it fails within the specified time limit:
 - to sign the contract/ Agreement and/or
 - to furnish the Performance Security within the period prescribed therefore in the Memorandum of Understanding (MoU).

- In case the Selected Applicant has signed the MoU, commits any breach thereof prior to the Performance Security.

Performance Security and Penalty

- The Selected Applicant shall furnish following as the performance Security for the project:2% of the Total Financial Bid as mentioned in the Bid document in the form of a Bank Draft /Bank Guarantee Issued by a Scheduled/ Nationalized Bank in India, drawn in favour of **Director Fisheries, Bihar, Patna Payable at Patna** at the time of signing of MoU.
- The Directorate of Fisheries under Animal & Fisheries Resources Department shall not be liable to pay any interest on the Performance Security deposit so made and the same shall be interest free.
- Performance Security shall be forfeited and appropriated by the Directorate of Fisheries under Animal & Fisheries Resources Department hereunder or otherwise, under the following conditions:
 - If the Selected Applicant engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice.
 - If the Selected Applicant refuses to provide services towards successful completion of its duties and responsibilities as per the expectations mentioned in the scope of work section of the Bid Document
 - The Selected Applicant would be subjected to penalty deduction from the performance Security in case of unsatisfactory or delayed output against the deliverables mentioned above in the bid document
 - The Selected Applicant would be subjected to a payment deduction of 5% of the proportional cost of the services related to that deliverable for delay of every 30-day which has not been discussed or approved by the relevant authority in Animal and Fisheries Resources Department
 - The selected agency shall not change the personnel whose CVs have been given in the proposal. In case of any change which is beyond the control of the company and is inevitable, the same will require prior written intimation and consent of the Department. Any change, without permission of the Department, in the personnel so deployed initially shall be liable to a penalty of 1 (one) month of the remuneration of the concerned resource and shall extend to each such change thereafter.

Guidelines

- Bidding agencies are advised to study this RFP document carefully. Submission of a proposal in response to this notice shall be done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- In order to facilitate the evaluation by the Directorate of Fisheries under Animal and Fisheries Resources Department and to ensure each proposal receives full consideration, proposals should be accompanied by the documents as listed below:
- All information included in this Request for proposal (RFP) is confidential and only for the knowledge of the recipient. No information included in this document or in discussions connected to it may be disclosed to any other party,

- The Bidders should submit two printed copies of the proposal and a non-rewritable CD as a single file in PDF format containing the Technical and Financial Bid along with all Annexure and forms/ letters.
- The Bid should be submitted in two separate envelopes for Technical Proposal and Financial Proposal.
- All pages of the proposal must be sequentially numbered and shall be initialed by the Authorized Representative of the Bidder.
- The technical part of the proposal should not contain any pricing information what so ever on the services offered. Pricing information should be included in the Financial Proposal separately.
- Interested and qualified agencies are requested to submit their proposals along with supporting documents and non-refundable tender fees of Rs. 8,000 (Rs. Eight thousand only in the form of a demand draft in favour of "Director Fisheries, Bihar, Patna" on or before date (as mentioned in this RFP) by Speed post/Courier. The Bidder shall seal the proposal in one outer and three inner envelopes, as detailed below:
- The outer envelope shall be addressed to: -The Director Fisheries, Bihar, Patna, Directorate of Fisheries, (Animal & Fisheries Resources Department, Govt. of Bihar), New Secretariat, Bailey Road, Patna- 800001, Ph # 0612-2535900/2535899
- Marked clearly: "*Proposal for Hiring of an agency for Establishment of SPU & DPU under PMMSY in the Directorate of Fisheries under Animal & Fisheries Resources Department, Govt. of Bihar*"
- The first inner envelope marked "Technical proposal shall contain the Technical proposal with one hard copy duly marked "Original" and "Copy"
- The second inner envelope marked "Financial Bid" shall include the Financial Bid with one hard copy duly marked "Original" and "Copy".
- A third sealed envelope shall contain the non-rewritable CD with the soft copy of the proposal in the PDF format.
- All inner envelopes shall indicate the name and address of the Bidder.

Right of Directorate of Fisheries, Animal & Fisheries Resources Department:

- Directorate of Fisheries, (Animal and Fisheries Resources Department) may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Department and the bidders previously subject to the original deadline will then be subject to the new deadline.
- The amendment to the RFP, if any will be intimated by uploading the same on the websites- "*fisheries.bihar.gov.in*". No separate intimation would be provided to any individual interested applicants. Therefore, the applicants are requested to keep checking the Departmental Websites (as mentioned in the RFP) regularly. In order to accord prospective bidders, reasonable time to take amendment into account, Directorate of Fisheries, Animal and Fisheries Resources Department may, at its discretion, extend the last date for receipt of Bids.

- The Bidders are allowed to resubmit their bid, if required, after such amendments within the revised dead line.
- Complete Bids (including Technical and Financial) must be received by the Department at the address specified above not later than the date indicated above. In the event of the specified date for the submission of bids have been declared a holiday for the Employer, the Bids will be received up to the scheduled time on the next working day. Any bid received by the Department after the deadline prescribed above, shall be returned unopened to the bidder concerned.
- If, Directorate of Fisheries (Animal and Fisheries Resources Department) deems it appropriate to revise any part of this RFP or Issue additional date to clarify an interpretation of provisions, it may issue supplements to this RFP, which will be uploaded only on the Departmental Website.
- Directorate of Fisheries (Animal and Fisheries Resources Department) may, at its discretion, extend the deadline for submission of proposals by issuing a corrigendum on its website in which case all right and obligation of the project and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended. *Hence all bidders are advised to keep an eye on the department's website – “fisheries.bihar.gov.in”.*
- Directorate of Fisheries (Animal and Fisheries Resources Department) may terminate the RFP process at any time without assigning any reason thereof.
- Directorate of Fisheries (Animal and Fisheries Resources Department) reserves the right to accept or reject any proposal, annul the short-listing process and reject all responses at any time without thereby incurring any liability to the affected Bidder/s or any obligation to inform the affected bidders of this ground.

Annexure – I

Name of the Firm: _____

Description of Team;

Sl. No.	Name of Team Member/s	Proposed Position in SPU/DPU	Remarks
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
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17.			
18.			

Note: CVs of the Team Members proposed above to be provided in the format given at **Annexure-I**.

Annexure – II: Bank Guarantee Format

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of _____ (Bidder) submitting the Bid for Selection as an Agency for Establishment of SPU & DPU under PMMSY in the Directorate of Fisheries, in response to the RFP Notice issued by Directorate of Fisheries, Animal and Fish Resources Department Govt. Of Bihar vide Tender No. being a bidder, required to deposit EMD as per (insert name of bank) hereby agrees unequivocally, _____, Dated: _____ and the terms of the RFP, the irrevocably and unconditionally to pay Director Directorate of Fisheries (hereinafter referred to as "Procurer") at Patna, Bihar forthwith on demand in writing from Director Fisheries, Directorate of Fisheries, on behalf of Animal and Fish Resources Department, Government of Bihar any amount up to and not exceeding Rs. _____ (Rupees _____ only), on behalf of _____ (Bidder).

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 concerned parties.

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

Our liability under this Guarantee is restricted to Rs. _____/- (Rupees _____ only). Our Guarantee shall remain in force until _____. The Procurer shall be entitled to invoke this Guarantee until _____

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

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India. 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 the Procurer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Bidder, to take any claim against or any demand on Bidder or to give any notice to the Bidder to enforce any security held by the Procurer or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

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

Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to Rs. _____ /-(Rupees _____ only), and it shall remain in force until _____ with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if the Procurer serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For _____ (Insert name of the Bank)

Banker's Stamp and Full Address. Dated this _____ day of _____