

Bid Document

**Bid for Rate Contract for procurement of Fishing Boats &
Accessories for Gujarat Tribal Development Corporation
(GTDC), Gujarat State
(Tender No. GTDC/Fishing Boat/19/03)
Attempt : 6th**

Pre Bid meeting on:10/06/2022 at 12:00 hours

Last Date of Submission of Bid: 24/06/2022 till 18.00 hours

Last Date of Submission of Bid Processing Fees & EMD: 24/06/2022 till 18.00 hours

Date of Opening of Bid:28/06/2022 on 12.00 hours

Bid Processing Fee: Rs. 15,000/-

Gujarat Tribal Development Corporation (hereinafter referred to as “GTDC”), invites through this document (hereinafter referred to as Bid document), Proposals from eligible Bidders for Selection of an Agency for rate contract procurement of Fishing Boats & Accessories for ST beneficiaries of Gujarat State. (Tender No. GTDC/Fishing Boat/19/02)

The bidders may download the tender document from website of <https://adijatinigam.gujarat.gov.in/> & www.nprocure.com.

Sr. No.	Particulars	Remarks
1	RFP No.	GTDC/Fishing Boat/19/3
2	Date for Pre-bid Meeting	-
3	Last date and time of submission Online bid	24/06/2022 up to 18.00 hrs.
4	Last date and time of submission of DDs of EMD and Bid processing fee	24/06/2022 up to 18.00 hrs. Gujarat Tribal Development Corporation Birsa Munda Bhavan, Sector 10-A, Gandhinagar, Gujarat.
5	Time and date of opening of bids	28/06/2022 at 12.00 hrs.
6	Place of opening of tender	Gujarat Tribal Development Corporation Birsa Munda Bhavan, Sector 10-A, Gandhinagar, Gujarat.
7	Address for Communication	Deputy Manager (Admin) Gujarat Tribal Development Corporation Birsa Munda Bhavan, Sector 10-A, Gandhinagar, Gujarat. Email: ed-gtdc@gujarat.gov.in Ph no. +91 79 23253891, 23253893, 23253890
8	Bid Processing Fees	Rs. 15,000/- in form of DD
9	EMD	Rs. 18,00,000/- in form of DD or BG

Eligibility Criteria for the bidder:

1. The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956 and should have been in existence for a period of at least 5 years as of 31.03.2022
2. The bidder should have an average annual turnover of Rs. 5 Crore (Minimum) in last three financial years. Providing/procurement of Fishery Items I.e. Fishing nets, boats, vessels etc. The copies of Audited Annual Accounts shall be attached along with the bid. **(Form no. E-1).**
3. The bidder should be an Agency / organization engaged in the execution of projects for providing/procurement of Fishery Items I.e. Fishing nets, boats, vessels etc. for a period of at least 5 years as of 31.03.2022.
4. The bidder should have successfully completed similar work with any Government agency / Semi Government/PSU during last 5 years as on date of submission of bid. Three orders with similar items in this bid, each consisting of minimum supply of total 50 Boats. **(Form no. E-2)**
5. The bidder must have one office in Gujarat. Please attach the copy of any two of the following: Property tax bill/Electricity Bill/Telephone Bill/ GST Registration/Lease agreement. **(Form no. E-3). In case, bidder do not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 30 days from the date of award of contract.**
6. Bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat or any of the PSU in the state of Gujarat at the time of bidding. (Certificate / affidavit mentioning that the Bidder is not blacklisted by Government of Gujarat or any of the PSUs in the state of Gujarat due to engagement in any corrupt and fraudulent practices)

Note: Bidders who wish to participate in this bid will have to register on <https://www.nprocure.com> . Further bidders who wish to participate in online bids will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other agency licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

The terms and conditions are as follows:

1. The last date of submission of bid on the website <https://www.nprocure.com> is as per the tender. **No physical bids will be accepted under normal circumstances.** However, GTDC reserves the right to ask the bidders to submit the bid and/or any other documents in physical form.
2. The bid is non-transferable.
3. The bidder will have to supply and provide operational training of supplied Items to beneficiaries at District Project Offices located all across Gujarat State.
4. The Bidder shall bear all the costs associated with the preparation and submission of its bid, and GTDC will in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
5. The bidder has to upload the compliance letter on its letter head duly signed by the authorized signature & other supporting documents as asked for in the bid in scanned format. Failing to submit the same or non-compliance/deviation from any bid terms and conditions, eligibility criteria or technical specifications may result in rejection of the bid.
6. The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
7. Amendment of Bidding Documents (Corrigendum)
 - 7.1 At any time prior to the deadline for submission of bids, GTDC may, for any reason, whether its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
 - 7.2 The corrigendum will be published on website <https://www.nprocure.com> & <https://adijatinigam.gujarat.gov.in/>
 - 7.3 In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids GTDC, at its discretion, may extend the deadline for the submission of bids.
8. Bid Currency – Prices shall be quoted in Indian Rupees only.
9. The Bidder will have to submit Nonrefundable Bid Processing Fees of Rs. 15,000/- and Earnest Money Deposit (E.M.D.) of Rs. 18,00,000 /- on or before the date and hours of bids submission in a sealed cover at GTDC office with the heading "Bid Processing fees and EMD for the **"Bid for Rate Contract for procurement of Fishing Boats & Accessories for Gujarat Tribal Development Corporation (GTDC), Gujarat State."** Bid processing fees must be in the form of Demand Draft in the name of "Gujarat Tribal Development Corporation" payable at Gandhinagar along with the covering letter. Please affix the stamp of your company on the overleaf of demand draft. EMD shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid up to validity of bids + 90 days) of any Nationalized Bank (operating in India having branch at Ahmedabad / Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 issued by Finance Department or further instruction issued by Finance department time to time in the name of "Gujarat Tribal Development Corporation" payable at Gandhinagar (as per prescribed format given at Annexure) and must be submitted along with the covering letter.

Please affix the stamp of your company on the overleaf of in case of demand draft.

Note: Failing to submit physical covers of EMD and bid processing fees at GTDC on or before **the timeline mentioned in the bid** may lead to the rejection of the bid.
10. In case of non-receipt of Bid Processing fees & EMD as mentioned above within prescribed time the bid will be rejected by GTDC as non-responsive.
11. Unsuccessful/Disqualified bidder's E.M.D. will be returned within 30 days after opening of financial bid & selection of successful bidder.

12. In exceptional circumstances, GTDC may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its E.M.D. A Bidder granting the request will not be permitted to modify its bid.
13. The Successful bidder has to submit copy of each purchase order, acceptance of purchase order & copy of PBG, offer of the material for inspection at GTDC office.
14. The Successful bidder has to submit Performance Bank Guarantee @ 5% of total order value within 15 days from the date of issue of Purchase order (for 39 months) from All Nationalized Bank including the public-sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith).
15. Successful bidder will have to sign the contract upon receiving the Purchase order with the purchaser(s) within 15 working days from the date of Purchase order. (The draft of the Contract form is attached herewith)
16. The successful Bidder's E.M.D. will be returned upon the Bidder signing the Contract, and furnishing the Performance Bank Guarantee @ 5% of the total order value, offer of inspection of the ordered material, submission of warranty certificates as asked in the bid and after completion of bid validity whichever is later.
17. The E.M.D. may be forfeited:
 - (a) if a Bidder withdraws its bid during the period of bid validity
 - (b) In case of a successful Bidder, if the Bidder fails:
 - (i) If the bidder is found to be involved in fraudulent practices.
 - (ii) If the bidder fails to submit the copy of purchase order & acceptance thereof.
 - (iii) "If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited. GTDC also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists
18. Termination for Default
 - 22.2 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder (after providing notice/cure period of 30 days), terminate the Contract in whole or part
 - a) if the bidder fails to deliver any or all of the Goods within the time limit as mentioned in the bid, or within any extension thereof granted by the Purchaser or
 - b) if the Bidder fails to perform any obligation(s) under the Contract/Purchase order.
 - c) If the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value of influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition;"

 - 22.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 18.1 above, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Bidder shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Bidder shall continue the performance of the Contract to the extent not terminated.
19. Price shall be inclusive of all freight, forwarding, transit insurance and installation charges.
20. Prices shall be in Indian Rupees. The prices shall strictly be submitted in the given format. The tax (GST) components as applicable shall be mentioned separately in the respective columns.

21. Late Bids – The bidder will not be able to submit the bid after final submission date and time.
22. Modification and Withdrawal of Bids
- 22.1 No bids will be allowed to be modified after the final submission of bids.
 - 22.2 No bid will be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder's E.M.D.
23. EMD and Bid Processing Fee and Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register/attendance sheet evidencing their attendance. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this tender process. In the absence of the bidder(s), the tender committee may choose to open the bids as per the prescribed schedule.
24. The Bidder's names, Bid modifications or withdrawals, discounts and the presence or absence of relevant E.M.D. and such other details as GTDC officer(s) at their discretion, may consider appropriate, will be announced at the opening.
25. **Evaluation of the bids:** After the closing time of submission, GTDC committee will verify the submission of Bid Processing Fees & EMD as per bid terms and conditions. Evaluation of the Technical bids will be further conducted by GTDC committee. Any kind of non-compliance, be it in terms & conditions of this Bid Document or Technical Specifications of the items required under this bid or any other, observed during the Technical Evaluation will lead to rejection of bid, without giving any reasons to bidder thereof. The decision of the Tendering Evaluation Committee and Chairman of GTDC will remain final in this regards and binding unconditionally on bidders. The financial bid of the technically qualified bidders will be opened. Successful bidder will be decided based on lowest quoted rates without tax as mentioned in the financial bid section. The purchaser reserves the right to call for further negotiations.
26. The rate contract shall be valid for a period of 1 Year from the date of selection. The selection contract may be renewed further for a period of 1 Year based on the performance.
27. **Inspection of Goods:** The bidder will have to offer inspection in the manner as decided by GTDC before delivering to the respective sites. The arrangement of inspection of goods has to be done by supplier. Any deviation found in the specification of the produced goods or delivered goods after inspection from the tender specifications will lead to the cancellation of the order, forfeiture of EMD/PBG and prohibition in the participation in the future purchase of Government of Gujarat. GTDC will not be responsible for any time delay which may arise due to any deviation from the bid technical specification found at the time of inspection and the bidder has to deliver and install the ordered goods within prescribed time limit.
28. **Delivery & installation:** Within 45 Working days from the date of purchase order at respective site/locations.
29. In case of successful bidder is found in breach of any condition(s) of bid or supply order/work order, at any stage during the course of supply / installation or warranty period, the legal action as per rules/laws, shall be initiated against the successful bidder and EMD/PBG shall be forfeited, besides debarring and blacklisting the bidder concerned for the time period as decided by Govt., for further dealings with GTDC.
30. Bids shall be valid up to 120 days from the opening of financial bids. A bid valid for a shorter period shall be rejected as non-responsive. If required, GTDC may extend the bid validity for further period from the date of expiry of bid validity in consultation with the successful bidder.
31. Bidder must ensure that the warranty support & service should be available up to delivery locations to provide repairing cum replacement services of faulty equipment within 7 days. Bidder is required to provide the name & address & contact details of the firm for providing warranty support & repairing cum replacement service up to delivery locations.
32. **Penalty Clause for delay in delivery & installation**
- 32.1 If the bidder fails to deliver and install the requisite materials/Goods within the time limit as mentioned in the bid, then a sum equivalent to one percent (1 %) of the total contract value shall be deducted from the payment for each calendar week of delay or part thereof.
 - 32.2 The amount of penalty for delay in delivery & installation shall be subject to a maximum limit of 10% of the total contract value.

- 32.3 Delay in excess of 10 weeks will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.
- 32.4 In case, the selected bidder does not supply the ordered items for any reason, the bidder will be liable to pay the difference amount to the purchaser, over and above the performance guarantee, which indenter department has to pay to the next or other selected bidder for purpose of the said items.

33. Warranty

- ✓ Comprehensive onsite warranty for 3 years from the date of successful delivery of Boats.
 - ✓ Comprehensive onsite warranty for 1 year from the date of delivery for all items excluding Boats.
- 33.1 If any Equipment continuous trouble, say more than 3 times in one month during the warranty period, the bidder shall replace the systems with new system without any additional cost to the purchaser.
- 33.2 Maintenance service: Free maintenance services shall be provided by the Bidder during the period of warranty.
- 33.3 In case, bidder is not providing satisfactory support & doing unwarranted delay in providing warranty support, GTDC offices reserves right to repair the equipment at risk & cost of the bidder.

Operational/Warranty period Penalty:

- 33.4 During warranty period, if the complaint is not resolved within 7 days from the date of lodging the complain, the penalty of Rs. 300 per day for Boats and within 14 days the penalty of Rs. 200 per day for other items will be levied. However, if the complaints not resolved within 14 days then from 15th day to 30th day, penalty would be levied @ 150% and from 15th day onwards penalty @ 200% of the above rates would be levied. The amount of penalty will be recovered from the Performance bank guarantee during warranty period.
- 33.5 The amount of Operational/Warranty period Penalty shall be subject to a maximum limit of 5% of the total contract value. Subsequent to which the PBG will be forfeited & appropriate statutory actions against the supplier may be taken.

Note: Successful bidder should submit the Performance Bank Guarantee @ 5% of total order value for the duration of 39 months as per bid requirements. In any case, bidder is required to maintain 5% PBG at all time during the period of contract. In case of any penalty claimed from the submitted PBG during the contract period, the successful bidder is required to submit the additional PBG of the amount equal to the penalty claimed for the duration up to the validity of original Bank Guarantee.

For example: For 3 years warranty "X" amount of penalty will be claimed during the 5th month of contract period (for, then bidder is required to submit the additional PBG of "X" amount for the period of 34 months i.e. 39 months - 5 months.

34. **Payment:** Payment for Equipment and Services shall be made by the Indenting Department in Indian Rupees as follows:
- 34.1 No advance payment will be made.
- 34.2 For boats: 90 % payment after successful inspection and delivery of the Boats. The inspection will be done as decided by GTDC. Remaining 10% payment will be made yearly basis at the end of 1st year & 2nd year.
- 34.3 For remaining equipment: 95% payment after successful inspection and delivery of the other equipment. The inspection will be done as decided by GTDC. Remaining 5% payment will be made after completion of 1 year of warranty period.
35. GTDC reserves the right to change any bid condition at any item even after inviting the bids, with/without prior notification.
36. GTDC's Right to accept any Bid and to reject any or all Bids – GTDC reserve the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to awarding the Contracts, without thereby incurring

any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for such decision.

37. As this is a rate contract, the quantity mentioned in the bid is unit. During the period of rate contract, the successful vendor will have to accept purchase orders. The quantity is only indicative for reference purpose & it does not give guarantee for order.

38. Force Majeure Shall mean and be limited to the following:

- a) War / hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the BIDDER.

The BIDDER shall advise GTDC by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over two months, if arising out of causes of Force Majeure, GTDC reserves the right to cancel the order.

Completion period may be extended to circumstances relating to Force Majeure by the GTDC. Bidder shall not claim any further extension for completion of work. GTDC shall not be liable to pay extra costs under any conditions.

The BIDDER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken in to consideration or not in their quotations. In the event of any Force Majeure cause, the BIDDER shall not be liable for delays in performing their obligations under this order and the delivery dates can be extended to the BIDDER without being subject to price reduction for delayed delivered, as stated elsewhere.

It will be prerogative of GTDC to take the decision on force major conditions and GTDC decision will be binding to the bidder.

39. Bidders can submit queries in written at least a day before the date of pre-bid to

Deputy Manager (Admin),
Gujarat Tribal Development Corporation,
Birsa Munda Bhavan, Sector 10-A,
Gandhinagar, Gujarat.
Email: ed-gtdc@gujarat.gov.in
Ph. no. +91 79 23253891, 23253893, 23253890

- GTDC will clarify and issue amendments if any. No queries in any other form will be entertained.

40. Scope of Work:

Gujarat Tribal Development Corporation (GTDC) intends to provide fishing nets, boats and other fishing accessories to ST beneficiaries of Gujarat State. Currently, the estimated number of beneficiaries are 110 approximately (10 groups of beneficiaries, each consisting of 11 members). For this, Gujarat Tribal Development Corporation (GTDC) wants to select an Agency to provide Fishing Boats & Accessories to ST beneficiaries across all the district project office of the GTDC department, as mentioned below:

Sr. No	ITEM	Qty. (In Nos.)
1	Boat with fishing gears	100
2	Fishing Net	100
3	ICE Box (400 ltrs)	100
4	FISH FINDER Cum GPS SPEC with all the required cabling & accessories	100

Minimum Indicative Technical specifications:**a. specifications for boat**

Particulars	Minimum Specifications
Type of boat	Marine grade fibreglas Reinforced Plastic boat
Length of boat	9.75 m
Top width	2.75-3.0 m
Height	1.20-1.3 m
Boat engine power	10 hp
Fish Storage	Built in insulated store
Each boat should have Fire safety & life saving jackets as required	Each boat should have Fire safety & life saving appliances & light shapes and sound signals
Structural Design and number of layers for hull: As per the Requirements of Indian Register of Shipping scantling rules	Structural Design: As per the rules of Indian Register of shipping
	Stability:-Asper the rules of Indian Register of Shipping/DG Shipping

b. Navigational equipment: FISH FINDER Cum GPS SPEC with all the required cabling & accessories

Particulars	Minimum Specifications
Weight:	Not more than 1000 g
Resolution	480 X 800 px, VGA
Transmitter power	300 W
Other features	Fish symbol, auto gain, adjustable depth, water temperature, display, adjustable depth line, SONAR recording, sonar history rewind
Screen Size	5 inch diagonal
Temperature's range	15 to 50 degree
Input Power	12-24 V DC
Sonar Frequency supported	50/77/200 KHz
Water depth, max	200 m sea water depth
Navigational facility	GPS
Scanning Sonar Frequency	260/455/800 KHz

c. Specifications for Gill Net:

Item Description	Type of Operation	Mesh Size (mm)	Material Spec./ Dia. (mm)	Dimension Length * Depth (m)	Target Species	Type of Operation	Mesh Size (mm)	Material Spec./ Dia. (mm)	Dimension Length * Depth (m)	Target Species
Jada Jaal	Surface drift	120-180	HDPE Twisted monofilament 2-2.5 Ø	1200-2100*7-8	Tuna, Sheer, Ghol, Dara	Surface drift	120-180	HDPE Twisted monofilament 2-2.5 Ø	1200-5000* 7-18 m	Tuna, Seer, Ghol, Dara
	Column drift	120-180	HDPE Twisted monofilament 2-2.5 Ø	1200-2100*7-8	Sheel, Ghol, Catfish, Tuna	Column drift	120-180	HDPE Twisted monofilament 2-2.5 Ø	1200-5000* 7-18 m	Seer, Ghol, Catfish, Tuna
	Column drift	350-400	210*9*3 to 210*24*3 HDPE 2-2.5 Ø	600-1200*3-6	Large Shark, Tuna	Column drift	350-400	PA multi 210*9*3 to 210*24*3	600-5000* 3 - 18m	Large Shark, Tuna
	Bottom drift	120-140	PA Mono 0.60mm Ø	1200-2100*5-7	Ghol, Dara, Catfish	Bottom drift	120-140	PA Mono 0.60mm Ø	1200-5000* 5-10m	Ghol, Dara, Catfish
	Bottom drift	350-400	210*12*3 to 210*24*3 HDPE 2-2.5 Ø	600-1200*3-6	Large Shark, Tuna	Bottom drift	350-400	PA multi 210*12*3 to 210*24*3 HDPE 2-2.5 Ø	600-5000* 3*10m	Large tuna, Shark
Dakkad Pakha	Surface drift	120-160	PA Mono 0.23-0.32 Ø	800-1800*7-8	Pomphrets	Surface drift	120-160	PA Mono 0.23-0.32 Ø	800-5000* 7-14m	Pomfrets
	Column drift	140-180	PA Mono 0.23-0.32 Ø 210*2*3-210*2*3	800-1800*7-10	Big Black Pomphrets	Column drift	140-180	PA Mono 0.23-0.32 Ø 210*2*3-210*2*3	800-5000*7-18m	Big black Pomfret
	Bottom drift	140-160	210*2*3	1400-2500	Big Black Pomphrets	Bottom drift	140-160	210*2*3 to 210*6*3	1400-5000* 18m	Big black Pomfret
Tokadi	Set Dill Net	30-40	PA Mono 0.16-0.32 Ø	100-1000	Mullet Shrimp	Set Dill Net	30-40	PA Mono 0.16-0.32 Ø	300-2000* 3-10m	Mullet, shrimp

For Additional Details pertaining to dimensions of Fishing Net, Please See the details attached at **Annexure C**.

41. THE BIDDER will not subcontract or permit anyone other than THE BIDDER personnel to perform any of the work, services or other performance required of THE BIDDER under this Agreement without the prior written consent of GTDC.
42. THE BIDDER agrees that it and its personnel will at all times comply with all security regulations in effect from time to time at GTDC's premises and externally for materials belonging to GTDC.
43. During the performance of the contract, if the person(s) of THE BIDDER meet with any accident which results into the death or injuries to the person(s) of THE BIDDER or any damage made to the Third party and any claim or legal penalties arise out of it will be responsibility of THE BIDDER only. GTDC will not be responsible in any way.
44. THE BIDDER has to adhere all the statutory requirement of Government.
45. The jurisdiction of any dispute will be Gandhinagar

SECTION I

Bid Processing Fees & Earnest Money Deposit Details

Sr. No.	Item	Amount (In Rs.)	Name of the Bank & Branch	Demand Draft No.
1	Bid Processing Fees			
2	Earnest Money Deposit (E.M.D.)			

Bidders organization Details:

Sr. No.	Particulars	Details of Bidders
1	Bidders organization Name	
2	Date of Incorporation and / or commencement of business	
3	Certificate of incorporation	
4	Brief description of the Bidder including details of its mainline of business	
5	Website URL	
6	Particulars of the Authorized Signatory of the Bidder:	
	Name	
	Designation	
	Address	
	Phone Number (Landline)	
	Mobile Number	
	Fax Number	
	Email Address Signature and Seal of Company	

ELIGIBILITY CRITERIA

Sr. No.	Eligibility Criteria	Document Submitted (Yes / No)	Remarks
1	The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956 and should have been in existence for a period of at least 5 years as of 31.03.2021		
2	The bidder should have an average annual turnover of <u>Rs. 5 Crore(Minimum)</u> in last three financial years. Providing/procurement of Fishery Items I.e. Fishing nets, boats, vessels etc. The copies of Audited Annual Accounts shall be attached along with the bid. (Form no. E-1)		
3	The bidder should be an Agency / organization engaged in the execution of projects for providing/procurement of Fishery Items I.e. Fishing nets, boats, vessels etc. for a period of at least 5 years as of 31.03.2021.		
4	The bidder should have successfully completed similar work with any Government agency / Semi Government/PSU during last 5 years as on date of submission of bid. Three orders with similar items in this bid, each consisting of minimum supply of total 50 Boats. (Form no. E-2)		
5	The bidder must have one office in Gujarat. Please attach the copy of any two of the following: Property tax bill/Electricity Bill/Telephone Bill/ GST Registration/Lease agreement. (Form no. E-3). In case, bidder do not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 30 days from the date of award of contract.		
6	Bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat or any of the PSU in the state of Gujarat at the time of bidding. (Certificate / affidavit mentioning that the Bidder is not blacklisted by Government of Gujarat or any of the PSUs in the state of Gujarat due to engagement in any corrupt and fraudulent practices)		

Form no. E1: Financial strength of the bidder

Financial Year	Turnover (Rs. In Crores)	Audited Accounts uploaded? (Yes/No)

Form No. E2: Experience Details (Customer References)

Sr. No.	Name of the Organization	Contact Person	Contact telephone no. & Address	Date/Period of implementation	No. of delivery	Type of Supporting Document attached

Note: Please fill this form and upload the supporting documents for each customer reference in scanned format. Failing the same may lead to the rejection of the bid. You may add the customer references by adding multiple rows which may be added by "NUMBER OF ROWS TO ADD".

Form no. E3: Office in GUJARAT

Sr. No.	Address	Contact Person	Contact nos.	Type of supporting document attached
1				
2				

Note: You may mention more than one office (if applicable) by adding multiple rows which may be added by "NUMBER OF ROWS TO ADD".

Form no. F1 – FINANCIAL BID FORMAT

Sr. No	ITEM	Qty. (In Nos.)	Unit rate including warranty (In Rs. Without tax)	Total rate including warranty (In Rs. Without tax)	Rate of GST (%)
A	B	C	D		G
1	Boat with fishing gears As per the specifications mentioned	100			
2	Fishing Net	100			
3	ICE Box (400 ltrs)	100			
4	FISH FINDER Cum GPS SPEC with all the required cabling & accessories	100			
Grand Total					

Note:

1. L1 will be the lowest sum total of rates of all line items without tax with 3 years warranty for boat and 1 year warranty for other items.
2. All the above items should comply with the technical and functional requirement of the RFP/Bid.

Performa of Compliance letter/Authenticity of Information Provided

(On Non judicial Stamp paper of Rs. 100 duly attested by the First class Magistrate/Notary Public)

Date:

To,
Executive Director
Gujarat Tribal Development Corporation
Birsu Munda Bhavan, Sector 10-A, Gandhinagar, Gujarat

Sub: Compliance with the tender terms and conditions and Eligibility Criteria.

Ref: Bid for Rate Contract for procurement of Fishing Boats & Accessories for Gujarat Tribal Development Corporation (GTDC), Gujarat State

Dear Sir,

With reference to above referred tender, I, undersigned <<Name of Signatory>>, in the capacity of <<Designation of Signatory>>, is authorized to give the undertaking on behalf of <<Name of the bidder>>.

We wish to inform you that we have read and understood the total requirement of the above mentioned bid submitted by us on XX.XX.2019 & shall comply with the scope, terms, conditions & other provisions of the above referred RFP.

In case of breach of any tender terms and conditions or deviation from bid other than already specified as mentioned above, the decision of GTDC Tender Committee for disqualification will be accepted by us.

Thanking you,

For <Name of the bidder>>

<<Authorized Signatory>>

<<Stamp of the bidder>>

Note: This form should be signed by authorized signatory of bidder

Annexure A

Format of Earnest Money Deposit in the form of Bank Guarantee

Ref:

Bank Guarantee No.

Date:

To,
Executive Director
Gujarat Tribal Development Corporation
Gujarat Tribal Development Corporation
Birsamunda Bhavan, Sector 10-A, Gandhinagar, Gujarat

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the **Bid for Rate Contract for procurement of Fishing Boats & Accessories for beneficiaries of Gujarat State** by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the -----, Gujarat Tribal Development Corporation in the sum of ----- for which payment well and truly to be made to Gujarat Tribal Development Corporation, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ----- day of ----- 2019.

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:
 - a. if a Bidder withdraws its bid during the period of bid validity
 - b. Does not accept the correction of errors made in the tender document;
 - c. In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.
 - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.

We undertake to pay to the GTDC/Purchaser up to the above amount upon receipt of its first written demand, without GTDC/ Purchaser having to substantiate its demand, provided that in its demand GTDC/ Purchaser will specify that the amount claimed by it is due to it owing to the occurrence of any of the abovementioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up to the validity of selection + 90 days. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PURCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and notwithstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Dated at _____ on this _____ day of _____ 2019.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks (operating in India having branch at Ahmedabad/Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 issued by Finance Department or further instruction issued by Finance department time to time.

**Proforma of Contract-cum-Equipment
Performance Bank Guarantee**
(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, Government of Gujarat, Gandhinagar (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s. _____ having Principal Office at _____ (hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of _____ by issue of Purchase Order No. _____ Dated _____ issued by Gujarat Tribal Development Corporation, Gandhinagar for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of materials/equipments as mentioned in the said purchase order and the SELLER having agreed to provide a Contract Performance and Warranty Guarantee for faithful performance of the aforementioned contract and warranty quality to the OWNER/PURCHASER, _____ having Head Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the sum of Rs. _____ (Rupees _____) to the OWNER/PURCHASER on demand at any time up to _____ without a reference to the SELLER. Any such demand made by the OWNER/PURCHASER on the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator or any other authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance by the SELLER of the aforementioned CONTRACT. The OWNER/ PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between the OWNER/PURCHASER and the SELLER or any other course of or remedy or security available to the OWNER/PURCHASER.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PURCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. _____ (Rupees _____) and it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given.

Dated at _____ on this _____ day of _____ 2019.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

List of approved Banks

All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time

CONTRACT FORM

THIS AGREEMENT made on the _____ day of _____, 2019 Between _____ (*Name of purchaser*) of _____ (*Country of Purchaser*) hereinafter "the Purchaser" of the one part and _____ (*Name of Supplier*) of _____ (*City and Country of Supplier*) hereinafter called "the Supplier" of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., _____ (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of _____ (*Contract Price in Words and Figures*) hereinafter called "the Contract Price in Words and Figures" hereinafter called "the Contract Price."

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - 2.1 the Bid Form and the Price Schedule submitted by the Bidder;
 - 2.2 terms and conditions of the bid
 - 2.3 the Purchaser's Notification of Award
- 3 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4 The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 5 Particulars of the goods and services which shall be supplied / provided by the Supplier are as enlisted in the enclosed annexure:

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser)

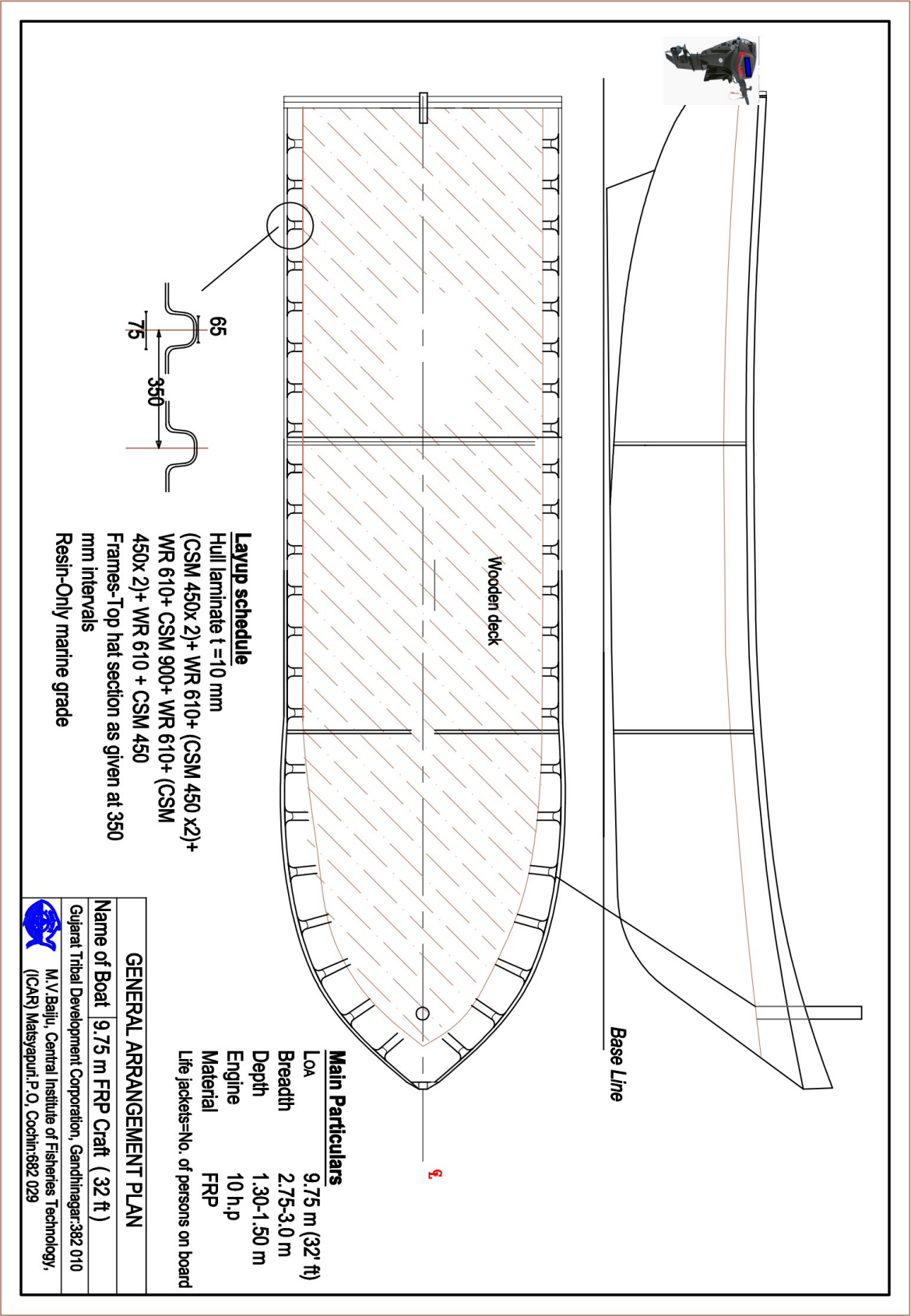
in the presence of _____

Signed, Sealed and Delivered by the

said _____ (For the Supplier)

in the presence of _____

Annexure B – Additional Details pertaining to dimensions and design of Fishing Boat



Annexure C – Additional Details pertaining to dimensions of Fishing Net

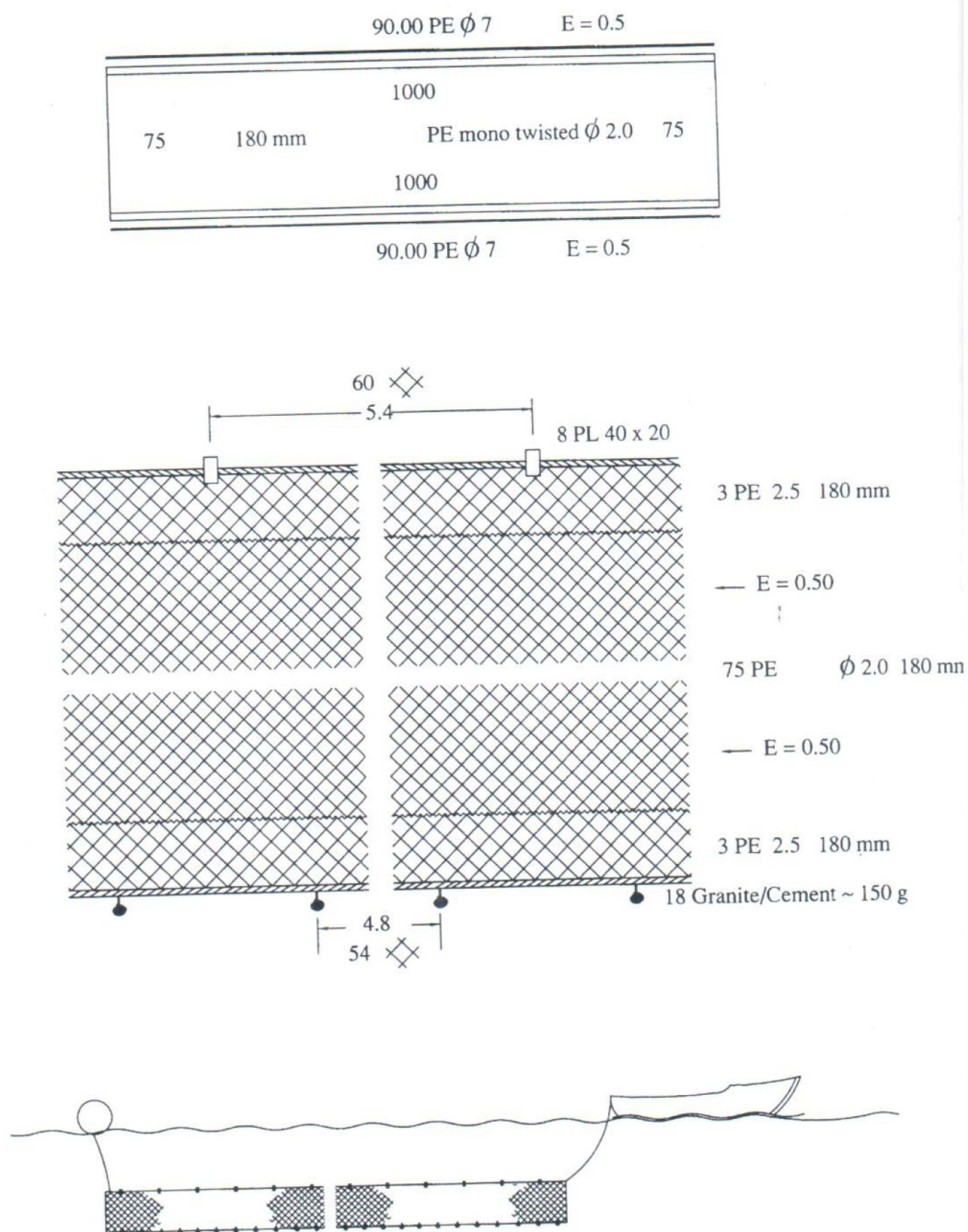


Fig. 8. Jada jal (Column drift net) operated in Gujarat

		50.00 PE Ø 2.5		E = 0.5	
		1000			
100	50 mm	PA mono Ø 0.28		100	
		1000			
		50.00 PE Ø 2.5		E = 0.5	

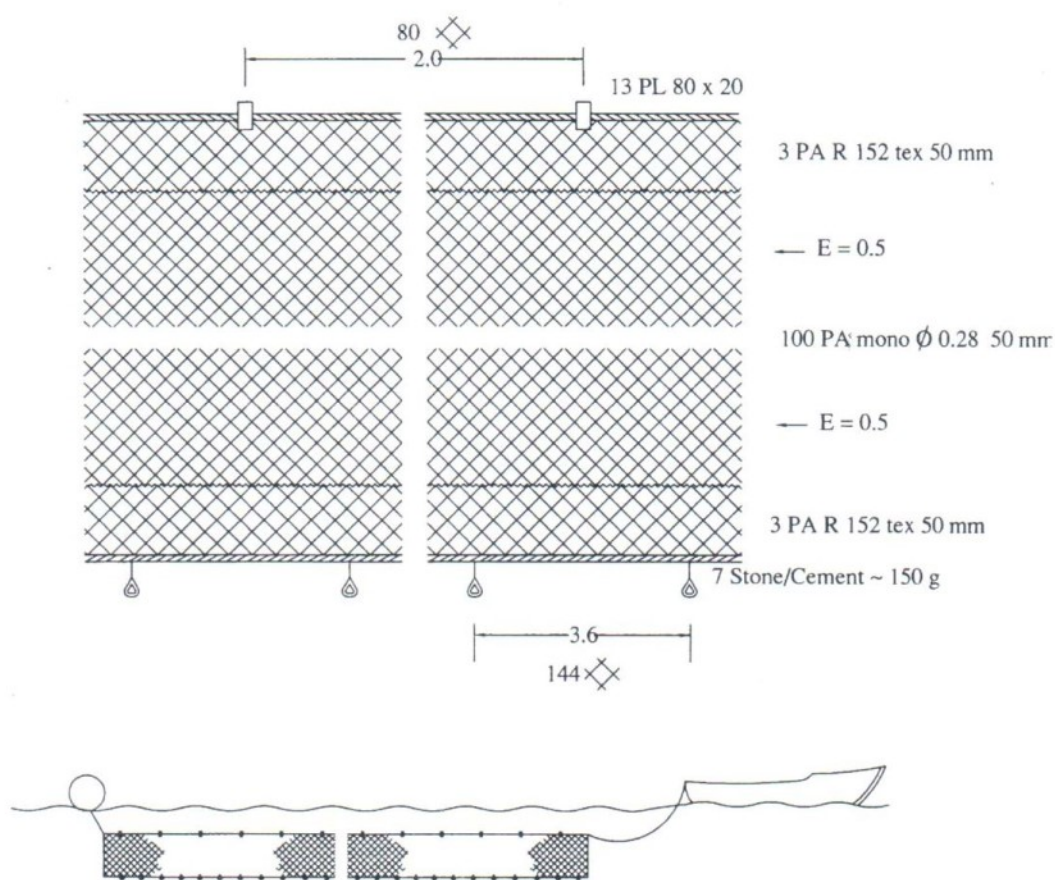


Fig. 9. Chokla jal (Surface drift net) operated in Gujarat