



Rajiv Gandhi Centre for Aquaculture

(MPEDA, Ministry of Commerce & Industry, Govt. of India)



RGCA Tender No: 23/2022

Date: 07.10.2022

NOTICE INVITING TENDER

(Supply and Laying HDPE Liner for Shrimp Pond)

Rajiv Gandhi Centre of Aquaculture (RGCA), a society under the Marine Product Export Development Authority (MPEDA), Ministry of Commerce and Industry, Government of India, invites bids through Open Tender from contractors, for Supply and Laying HDPE Liner for Shrimp Pond specified in the bill of quantity and to be Supplied and Installed at its project site located in **Kanyakumari District, Tamil Nadu**.

Complete details relating to the tender can be viewed in the Central Public Procurement (CPP) Portal (<https://eprocure.gov.in/epublish/app>) and RGCA website (<https://v2.rgca.co.in/tenders.php>). Subsequent changes/amendments, if any, will be posted only on the aforesaid portal/website.

Prospective bidder should download the tender document from the CPP Portal or the website of RGCA and submit a hard copy of the bid duly filled on or before the due dates. Sale of physical tender document is not applicable.

For pre-qualification details please refer the following documents:

- Annexure I - Information to Bidders
- Annexure II - Terms and Conditions
- Annexure III - Tender Form
- Annexure IV - Bill of Quantity

For and behalf of the Director RGCA

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Chief Administrative Officer, RGCA

INFORMATION TO BIDDERS

(RGCA Tender No: 23/2022)

Sl. No	Item	Description
1	Project Site/ Work Location	Rajiv Gandhi Centre for Aquaculture, Shrimp Evaluation Study Unit (SEU), Theckkurichi Village, Ganapathipuram Post, Rajakkamangalam - 629502. Kanyakumari District, Tamil Nadu.
2	Tender Inviting Authority	The Director, Rajiv Gandhi Centre for Aquaculture, (MPEDA, Ministry of Commerce & Industry, Govt. of India), 3/197, Poompuhar Road, Karaimedu Village, Sattanathapuram Post, Sirkali Taluk, Mayiladuthurai District, Tamil Nadu. Pincode: 609109. Ph: 04364 265200
3	Mode of Tendering - Bidding System - Type of Contract	Open Tender Enquiry - Single Stage Single Bid System - Item Rate Works Contract
4	Estimated Value of the Work	Rs.33,60,000/-
5	Work Completion Period	2 months from the date of work order
6	Period of Bid Validity	90 days
7	Cost of bid document	Nil
8	Bid Security/ Earnest Money Deposit (EMD)	Rs.1,68,000/-
9	Performance Guarantee/ Performance Security	5% of the contract value (rounded off to the nearest thousand rupees)
10	Security Deposit/ Retention Money	Nil
11	Tender Publishing Date & Time	07-10-2022 (09:00 hrs)
12	Date and Time for visit and inspection of Project Site	From 11 AM to 4 PM on all days from the tender publishing date to the bid submission closing date, except on Saturdays, Sundays and Holidays.
13	Online pre-bid clarification meeting date, time & weblink	21-10-2022 (11:00 hrs) Join Zoom Meeting: https://us02web.zoom.us/j/83307357867 Meeting ID: 833 0735 7867
14	Bid Submission Closing Date & Time	27-10-2022 (17:00 hrs)
15	Bid Submission Address	Rajiv Gandhi Centre for Aquaculture, (MPEDA, Ministry of Commerce & Industry, Govt. of India), 3/197, Poompuhar Road, Karaimedu Village, Sattanathapuram Post, Sirkali Taluk, Mayiladuthurai District, Tamil Nadu. Pincode: 609109.
16	Bid Opening Date, Time, Address & Weblink	28-10-2022 (11:00 hrs) Rajiv Gandhi Centre for Aquaculture,

	<p>(MPEDA, Ministry of Commerce & Industry, Govt. of India), 3/197, Poompuhar Road, Karaimedu Village, Sattanathapuram Post, Sirkali Taluk, Mayiladuthurai District, Tamil Nadu. Pincode: 609109.</p> <p>Alternatively, prospective bidder may participate online through the below weblink: Join Zoom Meeting https://us02web.zoom.us/j/85418735657 Meeting ID: 854 1873 5657</p>
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TERMS AND CONDITIONS

(RGCA Tender No: 23/2022)

Special Conditions:

1. Site Inspection: The bidder is strongly advised to visit and inspect the project site, before submitting the bid, on the date and time specified in the important information to the bidder, to ascertain all the necessary information, including the risks, contingencies, nature of ground, unloading & installation etc., and to acquaint himself with the local conditions.
2. The bidder/contractor shall be fully responsible in supplying the material, manpower, machines, tools and tackles, statutory clearances for manpower, food and accommodation of workers, etc., which are required for completing the works at the required time and/or consequential to the works including proper housekeeping and safety at site related to the work contracted.
3. The contractor shall not sub-contract the work, either in full or part.
4. Electric power and portable water, required for completing the works shall be arranged by RGCA.
5. Bid Submission, Opening and Evaluation:
 - a. Bidder shall submit physical bid in accordance with the terms and conditions, including the Special conditions and the General conditions.
 - b. Single sealed cover containing the duly filled Tender Form (in the format as provided in Annexure - III); and the Bill of Quantity (in the format as provided in Annexure - IV), should be submitted, either through post or in person, on or before the last date and time stipulated for bid submission. Sealed cover containing the bid shall be marked on top as “*RGCA Tender No: _____*”.
 - c. Bidder shall write his name and the unit price in the respective column provided in the Bill of Quantity (BoQ).
 - d. If more than one goods/services/works, are specified in the BoQ, then the bid should contain value for all goods/services/works. If details of even a single item specified in the BoQ is found missing, then the entire bid will be considered as non-responsive.
 - e. All bids will be opened on the scheduled date and time at the indicated venue. RGCA reserves the right to change the date/time/venue at any point of time.
 - f. Bidder or his representative may be present and visualise the bid opening process, either directly at the address provided or through the online mode specified.
 - g. Bids not fulfilling any or all of the conditions prescribed or which are incomplete are liable to be rejected. RGCA reserve the right to accept or reject any bid either in whole or in part without assigning for any reason for doing so and do not accept the lowest or any bid.
 - h. The bids to be submitted in the same format as that of the BoQ annexed.
 - i. The rate quoted for the work shall be inclusive of all incidentals, hiring of all necessary equipment, transportation, testing, fabrication and expenses of staff/labour connected with the work. Nothing other than the quoted rates shall be entertained under any circumstances. The rate quoted should be inclusive of taxes.

- j. The bidder/contractor should mention the GST rate quoted for the items prescribed by the Central/State Government as on the date of submission of the bid.
 - k. Eligibility Criteria: Bidder shall fulfil all the eligibility criteria specified. Bid which fails to fulfil, any one or more of the below eligibility criteria, will be considered non-responsive.
 - i) The bidder shall submit a copy of the registration document for the Company/firm (not applicable in case of proprietary or unregistered partnership firm).
 - ii) The bidder should possess valid GST registration (submit photocopy).
 - iii) The bidder shall submit a copy of the PAN.
 - iv) The bidder shall submit proof of successful completion of either of the below works, during the last seven years:
 - One construction work in the field of aquaculture, costing not less than the amount equal to 80% of the estimated cost; or
 - Two construction works in the field of aquaculture, costing not less than the amount equal to 50% of the estimated cost; or
 - Three construction works in the field of aquaculture, costing not less than the amount equal to 40% of the estimated cost.
 - v) The bidder shall submit a valid test certificate issued by the manufacturer of the material(s) quoted for.
 - vi) The bidder shall submit a valid warranty certificate for a minimum period of 5 years issued by the manufacturer of the material(s) quoted for.
 - vii) The bidder shall submit a valid warranty certificate for a minimum period of one year, for installation of lining.
 - l. The bidder shall submit the Product technical Data sheet along with the documents.
6. In case the HDPE sheet is imported, then the material should have been imported not before two months from the date of delivery at site. Import documents like packing slip, certificate of origin and ship note, shall be submitted while delivery at site failing which the material will be rejected.
7. Bid Security/Earnest Money Deposit (EMD):
- a. All bidder shall submit a bid security, equivalent to the value as specified in the information to the bidder, in the form of an account payee demand draft in favour of the "The Director, Rajiv Gandhi Centre for Aquaculture" payable at Mayiladuthurai. Bid document, which is submitted without bid security of prescribed value and/or form, will be considered non-responsive.
 - b. Bid security to the successful bidder will be refunded without interest, upon receipt of Performance Security. Bid securities of the unsuccessful bidders will be refunded without interest, latest by the 30th day after the award of the contract.
 - c. A bidder's bid security will be forfeited if the bidder:
 - i) withdraws or amends its/ his tender/bid;
 - ii) impairs or derogates from the tender in any respect within the period of validity of the tender/bid;
 - iii) if the bidder does not accept the correction of his bid price during evaluation; and
 - iv) if the successful bidder fails to sign the contract or furnish the required performance security within the specified period.
8. The successful bidder shall be issued a Letter of Acceptance (LoA) by RGCA which shall be construed as award of contract.

9. Performance Guarantee:
 - a. Successful bidder who is awarded the contract shall submit a performance guarantee/ performance security equivalent to the value as specified in the information to the bidder in the form of an account payee demand draft or a bank guarantee from a scheduled commercial bank in India or online payment through RTGS or NEFT, within a period of 7 days from the date of award of contract.
 - b. The performance guarantee submitted should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor, including the Defect Liability Period (DLP) if any.
 - c. Date on which performance guarantee is submitted shall be construed as the start date for the work.
 - d. Once the contractor completes all his obligations under the contract, the performance guarantee will be refunded without interest, to the contractor.
 - e. The performance guarantee will be forfeited and credited to RGCA's account in the event of breach of contract by the contractor.

10. Monitoring System:
 - a. RGCA shall depute an Engineer in-charge for the project, who will monitor and control the project.
 - b. Contractor shall depute a responsible person, preferably a qualified Engineer, who will monitor and control the work and the workers of the contractor and shall coordinate with the RGCA's Engineer in-charge.

11. Payment:
 - a. Upon completion of entire works, measurements for the works executed shall be done by the representative of the contractor in presence of the RGCA's Engineer in-charge.
 - b. Bill/invoice, along with the supporting documents if any, duly certified by the RGCA's Engineer in-charge shall be submitted by the contractor at RGCA office put up at the project site, for processing the payment.
 - c. Interim payment or advance will not be provided. Hence contractor shall ensure availability of adequate money for execution of the entire project.

12. Time shall be the essence of the contract and hence bidder shall adhere to the work completion period specified in the important information to the bidder. Under no circumstances the contractor shall be entitled for price variation, cost escalation or compensation for material, machineries and/or manpower.

13. If the contractor fails to achieve completion of works within the prescribed time, then the contractor shall pay to RGCA as liquidated damage for delay of each day, at the rate of one percent per annum, on the total value of the contract. RGCA may, without prejudice to any other method of recovery, deduct the amount of such damages from any money in his hands. The amount or deduction of such damages shall not relieve the contractor from his obligation to complete the works, or from any other of his obligations and liabilities under the contract.

General Conditions:

1. Contractor shall provide coordination and support to other contractor's present in the project site, if need be, for successful completion of the project on time.

2. The contractor shall ensure the safety of workmen as well as safety for other people, during the construction, in and around the project site. The workmen must be trained and provided with appropriate protective gear, life saving equipment and appropriate tools for their jobs.
3. The contractor has to bear full responsibility and liability for the Payment of Wages, Minimum Wages, Provident Fund, Employee State Insurance, Workmen Compensation Policy/ CAR Policy (Contractor All Risks) and/or any other legal/statutory obligations relating to the workers working under their roles.
4. The contractor shall be fully responsible in following the COVID-19 protocols by himself, his workers, his agents and his representative during construction work. The contractor shall ensure that he, his workers, his agents and his representative shall cooperate with the security checks, at the work location.
5. Force Majeure: The default in supply of material by contractor or non-acceptability of material at project site by RGCA due to cause beyond the control such as acts of God, natural calamities, civil wars, Fire, Strike, frost, floods, riots, acts of unsurpassed power, etc., shall be notified in writing by the contractor or RGCA, as the case may be, to the other party within ten days from the date of such occurrence. In the event of delay due to such causes, the completion of schedule will be extended for a length of time at least equal to the period of force majeure. RGCA's decision in this regard will be final. No cost escalation (material, machineries and/or manpower) or compensation shall be considered during the period of force majeure.
6. Dispute Resolution:
 - a. Any dispute between RGCA and the contractor shall be brought to the knowledge of the Director RGCA who shall intervene and sought out the dispute through dialogue.
 - b. Failing which, the dispute will be settled through conciliation by the President RGCA as a sole conciliator.
 - c. If either party is not in agreement with the decision of the conciliator, then intimation may be provided in writing to the other party expressing his willingness for arbitration. In such case, the Director RGCA will appoint a sole arbitrator within a period of 30 days from the date of such intimation, who shall proceed with the arbitration.
 - d. Any legal dispute relating to the contract shall be dealt at the court which has a jurisdiction on the project site.

(to be submitted in the letter head of the company/firm)

Annexure - III

TENDER FORM

RGCA Tender No	
Name of the company/firm	
Address of the company/firm	
Phone No. of the company/firm	
Email ID of the company/firm	
Company/firm Registration No. (attach Photocopy, if any)	
PAN (attach Photocopy)	
TIN/VAT/CST No.(attach Photocopy)	
GST No.(attach Photocopy)	
Name and Designation of the Authorised Person	
Contact address of the Authorised Person, along with mobile number and email id	
Name of the Brand for which the bid is submitted	
Delivery duration (against individual purchase/supply order)	

Enclosures:

- 1.
- 2.
- 3.

Place:

Signature of Authorised Signatory

Date:

Name & Seal