

Request for Proposal

Maintenance and Operation of “Aquatic Quarantine unit for Ornamental Fish” at Hesaraghatta, Bangalore, Karnataka



Aquatic Quarantine Unit for Ornamental Fish at Hesaraghatta

August 2022

Tendering Authority:

The Department of Fisheries,
Government of Karnataka,
Podium Block, Vishweshwaraiah Center
Dr Br Ambedkar Road, Bangalore -560001

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2. Disclaimer

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), on behalf of the Director, Department of Fisheries, Government of Karnataka is provided to Bidder(s) on the terms and conditions set out in this RFP. This RFP is not an agreement and is neither an offer nor invitation by the Department of Fisheries to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Department of Fisheries in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each Bidder should, conduct own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

The Department of Fisheries also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.


The Department of Fisheries may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Department of Fisheries is bound to select a Bidder or to appoint the Selected Bidder, and the Department of Fisheries reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

3. Notice Inviting the Tender

Notice Inviting Tender (NIT) for Selection of a firm/Individual for Maintenance and Operation of “Aquatic Quarantine unit for Ornamental Fish” at Hesaraghatta, Bangalore, Karnataka (Through e-procurement only)		
The Authority	Directorate of Fisheries, Government of Karnataka 3 rd Floor, Podium Block, VV.Center, Dr Ambedkar Road, Bangalore 560001 Email: dfkarnataka@rediffmail.com Website: https://fisheries.karnataka.gov.in Telephone:080-22864681, Fax: 080-22864619	
Call for Tenders	The Director, Office of the Directorate of Fisheries, on behalf of Govt. Karnataka invites e-Tenders from interested eligible firms / Individuals for Maintenance and Operation of “Aquatic Quarantine unit for Ornamental Fish” at Hesaraghatta, Bangalore, Karnataka on rent basis for a concession period of five (5) years. Quarantine center is well equipped with building, all the equipment, water and power supply, Diesel Generators (power Back up), testing laboratory etc. as indicated in the Bid Document. AQU also has the accreditation of Government of India for operation.	
Advice to the Bidders	Bidders are advised to study this RFP document carefully before submitting their Bids inresponse to the NIT Notice. Submission of a Bid in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditionsand implications. This RFQ-cum-RFP document is non-transferable	
Queries	Bidders shall have to post queries by emailto dfkarnataka@rediffmail.com Please keep subject of the query email as - “Query for RFP Document – Selection of a firm/individual fo Maintenance and Operation of “Aquatic Quarantine unit forOrnamenta Fish” at Hesaraghatta, Bangalore, Karnataka”	
Schedule	Publication of the RFP Document	Date: 19-08-2022
	Last Date for receiving queries	Date: 01-09-2022 5.00pm
	Pre-Bid Conference	Date: 26-08-2022 11.00am
	Authority Response to the Queries latest by	Date: 03-09-2022 5.00pm
	Last date for Bid Submission (Online)	Date: 09-09-2022 5.00pm
	Deadline for submission of Hard copy of Technical Bids at the Directorate of Fisheries office, along with documents	Date: 12-09-2022 5.00pm
	Date and Time for opening of Technical Bid Submission on the Karnataka Public Procurement Portal	Date: 13-09-2022 11.00am

	Date and Time for Presentation on Technical Proposal (Approach & Methodology)	Date: 15-09-2022 11.00am
	Date and Time for Opening of Financial Bids	Date: 17-09-2022 11.00am
Address of the Authority	The Director Directorate of Fisheries, Podium B lock, Vishweshwaraiah Center Dr BR Ambedkar Road, Bangalore -560001	
Website to download the RFP Document	https://eproc.karnataka.gov.in/	
Earnest Money Deposit	INR 50,000 To be deposited through online RTGS/NEFT	
The right to accept/reject any or all BID(s) received is reserved without assigning any reason thereof.		
The Director, Directorate of Fisheries		
		
Government of Karnataka		

4. Project Background

Establishment of Aquatic Quarantine Unit (AQU) for Ornamental Fish at Hesaraghatta, Bangalore

4.1 INTRODUCTION:

The Production, rearing, sale and export of ornamental fishes in India has become an important trade. Domestic market for ornamental fish in India is much promising now. At present the demand for quality tropical fish far exceeds the supply. The domestic market for ornamental fishes in India is estimated at 14-20 crores and the domestic trade is growing at annual rate of 20%. But in Karnataka this trade is being done in a small scale and units for production of ornamental fishes exist as backyard establishment or at the level of hobbyist only and there are no units set up on financial scale. But in other cities of the country like Bombay, Chennai and Kolkata this trade has changed into a financial activity. These cities not only meet the demand of other cities of the country but also export to foreign countries. In view of the above, encouraging the ornamental fisheries activities in Karnataka would increase the share of Karnataka in production and transaction of ornamental fishes domestically as well as internationally.

4.2 ORNAMENTAL FISH TRADE:

It is estimated that there are about 2500-3000 ornamental retailers in Karnataka out of which 1000 retailers are situated in Bangalore alone thus making it as a hub for domestic ornamental fish trade. As stated above 90% of the demand for ornamental fish and accessories is being met from Chennai, Kolkata and Kochi. Since many of the ornamental fishes are brought from far off places, the transportation charges and mortality during transportation would escalate the prices and hence these fishes are traded locally at higher prices. At present there is no check for quarantine aspects. Considering all the above facts the Government of Karnataka has established ornamental fish quarantine unit (OFU) as part of AQUAPARK.

4.3 BACKGROUND:

The state already has several importers and exporters involved actively in the trade related activities and many more are interested to join into ornamental fish activity. As most are not resourceful in having own quarantine facilities of the standard defined by the quarantine authorities to meet the statutory obligations of quarantine of imported fishes / exporting fishes which involves huge sum of investment in the initial phase of their business, active turnover of entrepreneurs into activity is hence limited. Hence in order to facilitate establishment of sector related activities on end-to-end basis with common facilities for disease diagnostic and treatment, quarantine, holding, packing etc. Department of Fisheries has established an ornamental fish quarantine unit at Hesaraghatta. The quarantine unit is located about 25kms from the international Airport, positioned in the premises of AQUAPARK established in Declared Bio-security Zone of Animal Husbandry and Poultry Breeding farms of the Central and State Governments.

4.4 RATIONALE:

The basic assumptions underlying this proposal for accreditation of quarantine facilities established under the Govt. sector are mainly to provide services to entrepreneurs involved ornamental fish production and trade related activities and also to others who are getting roped into activities of import and export trade of ornamental fishes in the state.

4.5 OBJECTIVES OF ORNAMENTAL FISH AQUATIC QUARANTINE UNIT:

The key objective of the entire effort of establishing the Ornamental fish Aquatic Quarantine Facilities (AQU) is to achieve needed accelerated growth in this segment of aquaculture in the state.

Specific objectives

- Establish and operate state of the art AQF which is affordable to every user on payment of user fee.
- Facilitate scientific handling of imported ornamental fishes as per defined national / international standards and norms to avoid possible disease spread and related problems.
- Promote small scale importers and exporters into the activity and support entrepreneurial surge.

4.6 About the Aquatic Quarantine Unit for Ornamental Fish

The Department Fisheries, Government of Karnataka (the “Authority”), oversees the development of Fisheries sector in the state of Karnataka. As part of the various activities undertaken for the development of Ornamental Fisheries sector in the state, the Department has developed a Aquatic Quarantine Unit for Ornamental Fish at Hesaraghatta, 25 Km away from Bangalore International Airport.

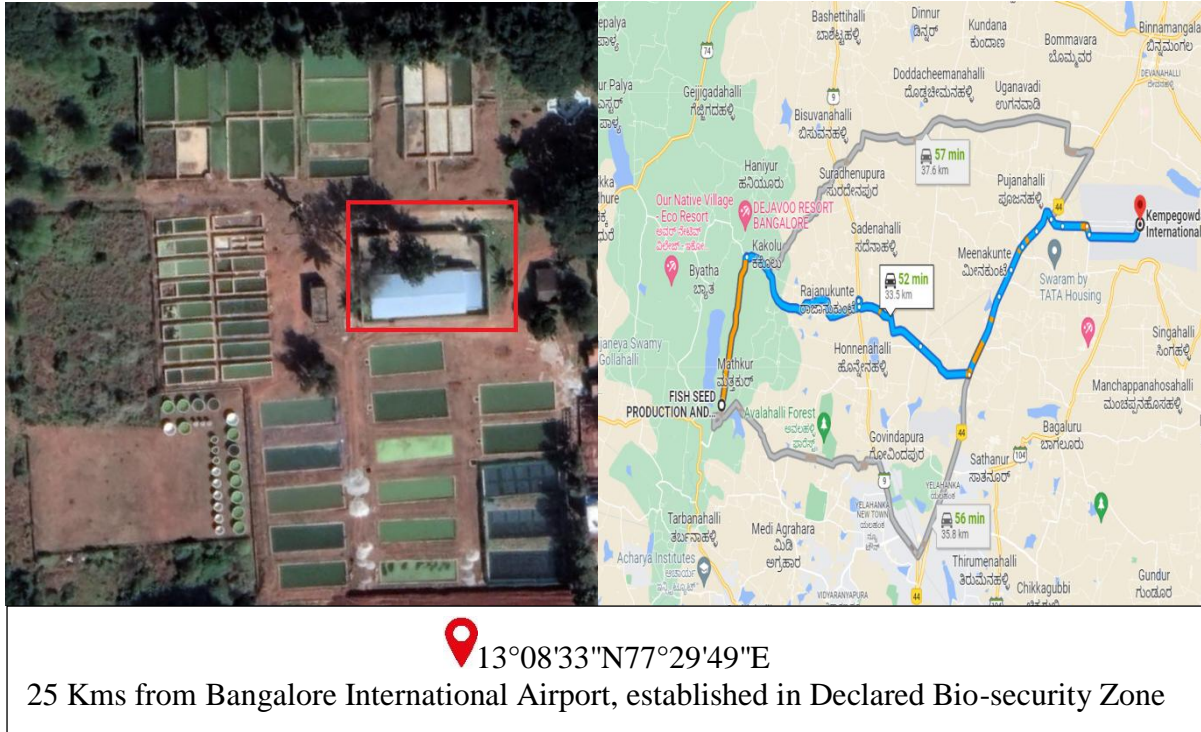


Aquatic Quarantine Unit for Ornamental Fish at Hesaraghatta

The OQF is established in a closed building of about 3000 ft² with good ventilation. The key objective of the entire effort of establishing the Ornamental fish Quarantine facilities (OQF) is to achieve needed accelerated growth in this segment of aquaculture in the state.

4.7 Advantage of the Location

The Aquatic Quarantine Unit for Ornamental Fish is located about 25 kms from the International Airport, positioned in the premises of AQUAPARK, Hesaraghatta established in Declared Bio-security Zone of Animal Husbandry and Poultry Breeding farms of the Central and State Govt.



4.8 Space, Operational Detail and Staffing

The organizational set up consists of Deputy Director of Fisheries who is the head of the Aquatic quarantine facility for ornamental fish unit. The Deputy Director is supported by administrative staff consist of a first division clerk, a driver, and a group D staff. Currently, the unit has 04 “On Pay roll Staff”, of which only one is officer and 1 D group staff and other 2 posts are vacant.

4.9 Facilities available in Aquatic quarantine facility for ornamental fish unit at Hesaraghatta:

4.9.1 Bio-security:

- A foolproof boundary with compound wall around the premises, with adequate height to prevent the entry of animals and unauthorized personnel.
- Display signs prominently on all sides of the external fencing and on all entrances to the facility to show that it is an Aquatic Quarantine Facility (AQF) and unauthorized entry is prohibited;
- Tire dip at the gate of entry for disinfection of vehicle
- Locking facility for the AQF and it's fencing securely when it is not in active use.

- Ensure separate male and female change room for changing outer clothing prior to entry/exit.

4.9.2 Receiving area (Reception):

- A designated area for receiving the ornamental fish into the AQF.

4.9.3 Quarantine unit:

- Foot bath containing disinfectant at the entrance door
- Facility for hand disinfection at entry of the unit
- Floor is constructed of concrete with sufficient slope to drain into an enclosed holding tank for disinfection.
- Floor drainage is installed with metal claddings as control mechanism to prevent the accidental escape of aquatic animals or uncontrolled release of water.
- Equipped with waterproof half glassed doors with self-closing mechanisms.
- Windows are screened to prevent the entry of birds/ insects;
- Enough holding capacity is present for the anticipated quantity of imports.
- Adequate lighting to allow proper inspection of all animals.
- Each tank is equipped with separate hand nets and heaters with proper aeration system.
- Equipped with back-up systems for essential components (e.g. electricity, water, aeration, temperature control and filtration) in case of electrical or mechanical failure.

Quarantine area consists of pre-quarantine unit and quarantine unit.

- a. Pre- quarantine unit: Glass tanks of size 120*60*45 cms, each of 310 liters capacity - 42 nos. (13000 litres) and can handle in total about 30000 fishes altogether (marine: freshwater fishes, 10:90) in a single batch for 3 to 4 days time.
- b. Quarantine unit: Glass tanks of size 120*60*45 cms each holds 310 liters capacity -48 nos., and 18 glass tanks of size 60*60*45 cms each holds 150 liters of water; can house 34000 fishes in one batch for 15 to 21 days (can hold 2000 marine fishes and 32000 freshwater fishes)
 - All the tanks in pre-quarantine and quarantine unit is provided with a permanent number to each individual tank.
 - A lid is provided for each tank in both pre-quarantine and quarantine unit to prevent transmission of pathogens between adjacent tanks due to splash from the aeration/ filter system/ aerosols, and escape of aquatic animal.
 - Tanks are transparent to provide good visibility of the contents.

4.9.4 Packing and delivery section:

- Floor area 20*10 feet to handle single batch in an instance, comprising platform for holding oxygen cylinder, containers, etc; designated storage area for boxes etc is present.

4.9.5 Diagnostic laboratory:

- Exclusive facilities for disease diagnostics (Bacterial, parasitic, environmental and other causes) and facility for water testing kits, disease treatment facilities constructed outside the premises of quarantine unit (45 m2 area).

4.9.6 Water supply and Filtration systems:

- Groundwater source is free from contaminants including any possible infective agents.
- water supply system with adequate treatment and disinfection (mesh bags, sand filters, ozonation and UV treatment) to avoid vectors and any pathogens;
- There is separate filtration system for fresh water (Acidic & Alkaline) and marine water.
- Also each tank is provided with a sponge filter in addition.

4.9.7 Blowers:

- "Oil-less", air compressors are present in both pre quarantine and quarantine unit.

4.9.8 Provision for disinfecting equipment:

- A suitable wash-up trough in the quarantine area for the cleaning and disinfection of implements is present.
- A suitable draining rack for air drying of implements is present.

4.9.9 Effluent Treatment System (ETS):

- A well designed ETS to handle the disinfection of both the overseas transport water and domestic water used in the AQF. Evaporation tank for marine water and chlorination system enclosed within a walled and roofed structure with leak proof for effluent treatment is available.

4.9.10 Incinerator:

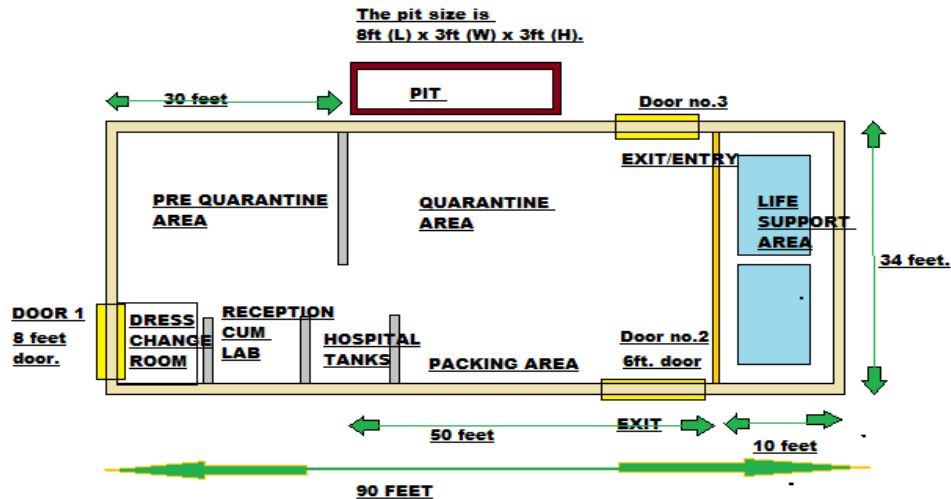
- An appropriate incinerator in the quarantine unit is installed for disposal of carcasses and infected stock.

4.9.11 Amenities for Quarantine Personnel:

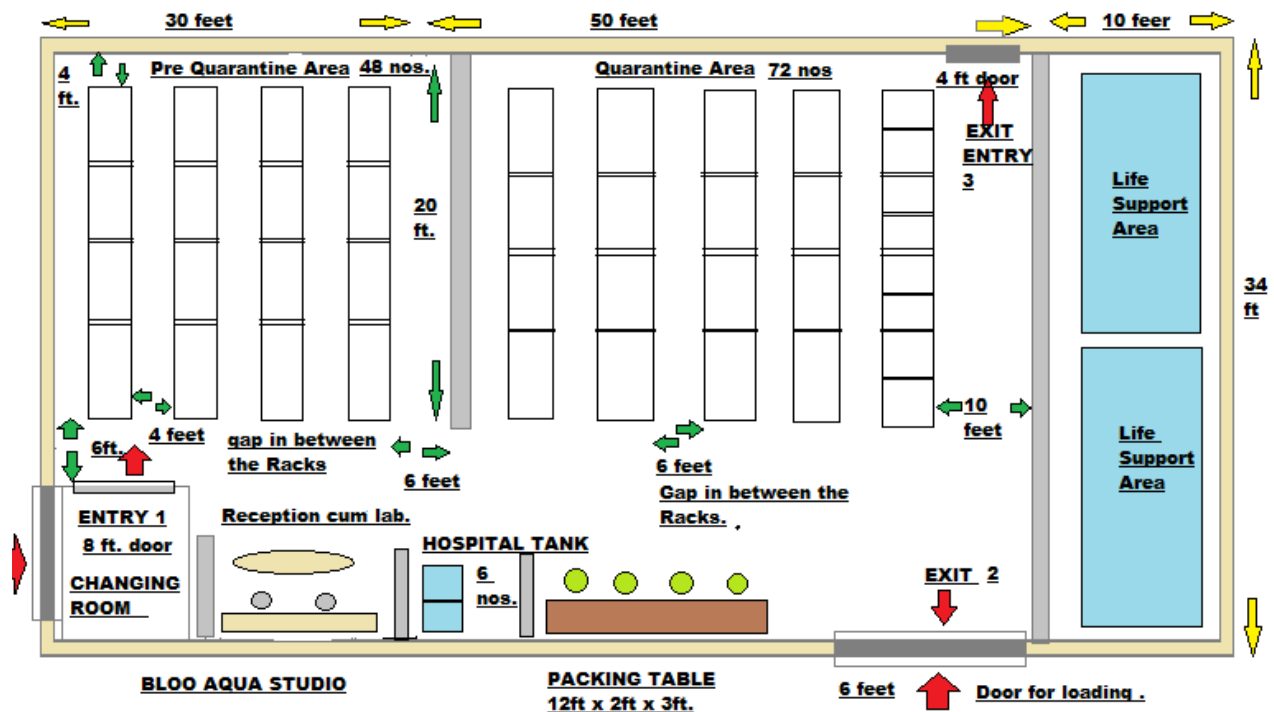
- A separate change room is present for Men & Women staff.
- A protective clothing (waterproof apron, hand gloves and footwear) will be provided to staff and visitors (importers) to use in the facility. Protective

footwear (e.g. gumboots) and aprons will be kept inside the quarantine area (street footwear left outside the quarantine area).

- Wash basin for staffs to wash their hands prior to entry into quarantine unit.



Aquatic Quarantine Unit for Ornamental Fish Building layout: Outside



Aquatic Quarantine Unit for Ornamental Fish Building layout: Inside

4.9.12 Facility Fee

The fee fixed for each species of ornamental fish are indicated below:

A. Marine fishes:

Damsel Varieties including clowns	Per fish	We can charge Rs.10/- per fish.
Tang Varieties	Per fish	we can charge Rs.20/- per fish
Angel Varieties	Per fish	Same as above
Rest of the marine species	Per fish	Same as above

Fresh water Fishes

All Small Fishes like Characins, Barbs, Rasboras	Per fish	we can charge Rs.0.50 to 2 per fish
All Medium size fishes like Cichlids	Per fish	we can charge them Rs.1.0 to 2.50 per fish
Anabantids, kylied, and live bearers	Per fish	we can charge Rs. 0.50 to 2 per fish
Rare shaped fishes like Discus, flower horns	Per fish	we can charge Rs.10 to Rs 25/- per fish

4.9.13 Operational Challenges

The Aquatic quarantine unit for ornamental fish is established under the government sector is mainly to provide services to entrepreneurs involved in ornamental fish production and trade related activities and also to others who are getting roped into activities of import and export trade of ornamental fishes in the state.

4.9.14 Unit Photographs



Receiving Area



Reception Area



Amenities for Quarantine personnel



Biosecurity Measures



10 KV Diesel Generator



Filtration System (Marine, Fresh Water Acidic, Fresh Water Alkaline)



Incenerator Facility



Laboratory

5. Scope of Work

The Authority anticipates the following works with regards to running the Aquatic Quarantine facility for ornamental fish:

1. Running the Aquatic Quarantine facility for ornamental fish for 24/7 on shift basis with Adequate Staff.
2. Charges/ fee structure to be adopted will be provided by the Authority.
3. Security Guard to work on day/night shift basis.
4. Laboratory staff to work on shift basis.
5. Recurring costs like Salary for staff, electric charges and any other repair charges to be borne by the Agency.
6. Aquatic Quarantine facility for ornamental fish should run on the Standard operating procedure document provided by the Authority.
7. Agency should pay the annual fee as per the tendered amount every year.
8. Certifying of fish/fish stock will be done by Deputy Director of Fisheries, Aquapark, Hesaraghatta.

6. Understanding of the Concessionaire Agreement Model for Submission of the Bid

The selected Bidder shall enter into the Concession Agreement (as the “Concessionaire”), with the Fisheries Department (“Authority”). The concessionaire shall be responsible for implementation of the Project in accordance with the provisions of the Concession Agreement (the “Concession Agreement”). A model concession agreement to be entered into between the Concessionaire and Authority, is provided in the Bidding Documents.

The scope of work and conditions of the concession agreement will broadly include the following:

- The Concessionaire shall maintain and operate of “Aquatic Quarantine unit for Ornamental Fish” at Hesaraghatta, Bangalore, Karnataka (Project Facility”), during the Concession Period
 - The Concession fee should begin from the date of award of contract by Authority and should be paid in advance every year within 15 (fifteen) days from on same date / the date of receipt of demand notice from Authority.
 - The Concession Period shall commence from the date of signing of the Concession Agreement and shall expire after a period of 5 years, unless it is terminated earlier either owing to a Force Majeure event or an Event of Default by either of the Parties.
 - This Concession fee quoted by bidder would be increased by 10% every year
 - The Concession fee quoted by the bidder for the first year should be paid before obtaining the completion certificate from the Authority
- i. At the entrance of Aquatic Quarantine Unit or at prominent visible location inside premises some important telephone numbers like Ambulance, CATS, nearby Hospital, nearby Police Station, Traffic Police and THE DEPUTY DIRECTOR OF FISHERIES, AQUA PARK & FISH SEED FARM, HESARAGHATTA, BANGALORE, Helpline, Control room No’s etc. and other help line numbers should be written, well illuminated.
 - ii. Any Delay in service would be the responsibility of the Concessionaire and would be viewed seriously as it involves ornamental fishes. Penalty at the rate of Rs 1,000 per day of delay shall be levied if the time taken to rectify the fault exceeds 24 hours.
 - iii. The Concessionaire should keep all emergency needs in readiness for running of the filtration system and aeration including rescue operation system in position etc with necessary Telephones lines, their numbers well displayed.
 - iv. To the extent possible, all the equipment in the quarantine unit and at the lab shall be capable to work on 24X7 basis. However to ensure proper up keep, in any month, any one day is permitted to be closed for maintenance and repairs etc.
 - v. The bidders shall study the prevailing field conditions like presence of utility pipes like water supply, UGD, electric and telephone cables, etc. and shall plan for shifting of the same at their own cost. THE DEPUTY DIRECTOR OF FISHERIES, AQUA PARK & FISH SEED FARM, HESARAGHATTA, BANGALORE shall only issue letters to the utility departments as and when required by the agencies. Necessary fee deposits and follow up and physical shifting etc shall be the sole responsibility of the Concessionaire.

- vi. CCTV shall be fitted in premises and lab for recording the behaviour of happenings inside the quarantine unit with one month's storage facility to ensure safety and security.
- vii. In the event of power failure, back up in the form of generator is provided and in the event of failure of a generator, further redundancy provision is also provided.
- viii. Aquatic Quarantine Unit and surrounding areas are to be kept clean at all times. The litter bins should not be overflowing at any time and disposal of garbage to be arranged to as required.
- ix. It should be ensured that there is no leakage from roof.
- x. Proper drainage should be maintained and no accumulation of water, liquid etc. is allowed at any time.
- xi. The lighting arrangement at the Aquatic Quarantine Unit should be functional at all times. Electrical safety is to be ensured for users as well as concessionaire's staff as per the guidelines
- xii. Broken floor tiles / other members are to be replaced within 3 days of such event. For this purpose it is advised that the concessionaire maintains a minimum inventory of similar tiles to his store.
- xiii. The staff provided at the Aquatic Quarantine Unit should be literate and courteous toward the fish maintenance. All labor laws shall be followed like PF, ES, And Minimum wages etc. Uniform should be provided for all the employees working at Aquatic Quarantine Unit.
- xiv. Security of all assets to be ensured by the staff posted at all Aquatic Quarantine Unit
- xv. Electricity Supply: The Concessionaire shall ensure adequate electricity supply for proper lighting inside the Aquatic Quarantine Unit.
- xvi. Cleaning of the Aquatic Quarantine Unit: The Concessionaire shall ensure minimum daily cleaning of the Aquatic Quarantine Unit and no litter shall be allowed.
- xvii. Garbage Disposal: The Concessionaire shall install litterbins as specified near the Aquatic Quarantine Unit and periodically dispose the collected waste
- xviii. Safety & Security: The safety and security of the Aquatic Quarantine Unit rests with the Concessionaire. The Concessionaire shall maintain security personnel, gadgets and required as part of the maintenance services.
- xix. Fire and safety: The Concessionaire shall take all the necessary steps and install required firefighting equipment and maintain them also during concession period.
- xx. Any other services intimated by the Deputy Director of Fisheries, Aqua Park, Hesaraghatta.

The concessional Agreement will be signed between Department of Fisheries, GOK (First party) and the Bidder (Second party) with the above terms and conditions and also further necessary conditions with the consensus of the second party after preparing the Joint Inspection report. The project site will be handed over within 15 days of signing the concessional agreement.

7. Bidding Process and Parameter

7.1 Brief Description of the Bidding Process

- a. The Authority has adopted a single-stage process (the "**Bidding Process**") comprising the Technical Bid and the Financial Bid (hereinafter collectively referred to as the "**Bid**") for selection of the Bidder. Bid is invited from eligible parties electronically in the unified e-procurement platform of the Government of Karnataka <https://https://eproc.karnataka.gov.in/> (hereinafter referred to as "**Karnataka eProcurement Portal**") in accordance with the terms of this RFP.
- b. The Authority shall not be held responsible for failure on part of the Bidder to furnish all or any of the documents as part of its Bid through Karnataka Public Procurement Portal or for rejection of Bids for whatsoever reasons. No correspondence shall be entertained by the Authority in this regard.
- c. All Bidders are required to register in Karnataka Public Procurement Portal. A one-time registration in the Karnataka Public Procurement Portal is a pre-requisite for submission of Bids. The Authority will not be held responsible for technical glitches in the desktop and internet connectivity services used by Bidders or in case of failure on part of the Bidder. No correspondence shall be entertained by the Authority in this regard.
- d. Bidders need to submit the following sets of documents as part of their Bid;
 - i. First electronic document- "**Technical Bid**" to be submitted through the Karnataka e-Procurement Portal and shall comprise of documents specified in this RFP document
 - ii. Second electronic document - "**Financial Bid**" to be submitted through the Karnataka e-Procurement Portal and shall comprise of documents specified in this RFP document
- e. The first stage ("Technical Bid") of the process involves pre-qualification and technical evaluation of interested parties/ Consortia in accordance with the provisions of this RFP document. At the end of the Technical Bid Evaluation Stage, the Authority shall open the second submission ("Financial Bid") of short-listed Bidders who are eligible for participation in this stage of the Bidding Process.

7.2 Bid Parameter

- a. Financial Proposal is invited for the Project on the basis of the annual 'Licensing Fee' (the "**Annual Licensing Fee**") exclusive of GST to be offered by the Bidder for maintaining and operating the Project facilities.
- b. As part of the Financial Proposal, the Bidder is required to quote the 'Licensing Fee' offered to the Authority from the 1st Year of the 'Concession Agreement' ("Annual Licensing Fee") in the format provided at Annexure 13.
- c. The "Annual Licensing Fee" offered by the Bidder shall constitute the sole criteria for evaluation of Financial Proposals..

8. Instructions to bidders

8.1 Definitions:

1. *Bid* means the response to this RFP submitted by the prospective bidders and acknowledged by Authority as valid.
2. *Bid Security* means the bank guarantee to be furnished by the bidders in the prescribed format for the amount and terms detailed in this section.
3. *Bid Value* means bidders estimated capital cost during the maintenance phase of the Fish Quarantine unit as reflected in the binding Bid.
4. *Concession* means the award of Contract to the Concessionaire for the maintenance, operation and transfer of the facilities associated with the Aquatic Quarantine unit at Hesaraghatta, Bengaluru.
5. *Contract* means the agreement(s) to be executed between Deputy Director of Fisheries Aquapark & Hesaraghatta Fish Seed Farm, Bangalore and the Concessionaire detailing the role, responsibility and liability of each party in respect of operation of Aquatic Quarantine unit.
6. *Law* means any Act, Statue, Ordinance or a State notification enacted after a due process of Legislature of Government of Karnataka and in force .
7. *Concessionaire* means the bidder who has won and been awarded the Concession for operation and maintenance of the Aquatic Quarantine unit by DIRECTOR OF FISHERIES.
8. *Authority* in the RFP document means The Department of Fisheries
9. *Deputy Director of Fisheries Aquapark & Hesaraghatta Fish Seed Farm, Bangalore in Charge* means a person or an organization designated by DIRECTOR OF FISHERIES to deal with the Concessionaire during the entire period of the Contract responsible for monitoring, supervision and reporting functions.
10. *RFP* means this bid document comprising instructions to bidders, technical requirements & specifications, financial specifications, formats for bid submission and draft Contract and supplements and amendments that may be issued subsequently.
11. *SLA* means the service level agreement to be established for the Maintenance and operation of Aquatic Quarantine Unit for Ornamental Fish” at Hesaraghatta, Bangalore identifying the performance metrics and provisions for penalty for non-performance thereof.
12. *Aquatic Quarantine Unit* means facility for scientific handling of imported ornamental fishes as per defined national/international standards and norms to avoid possible disease spread and related problems

8.2 Eligibility Criteria for the bidders

- i. All bidders shall provide the requested information accurately and in sufficient detail in qualification information.
- ii. The Bidder may be a Single Entity or a consortium of members not exceeding two. The bidder may be an Entity either registered under Indian Partnership Act 1949 or a Company registered under the Indian Companies Act 1956. The Consortium arrangement should be demonstrated through a valid documentation between the consortium partners. Single entity or all the members of the Consortium, as the case may be, are Jointly and Severally responsible for the Operation and Maintenance of Aquatic Quarantine unit for Ornamental fish.

The Bidder shall satisfy the following technical and financial criteria

A. Technical Capacity:

- i. The bidder-Single Entity or in case of Consortium the Lead member- Should have been in the business/ activity of development and/or any activity related to aquarium maintenance/ aquatic quarantine maintenance, fishing business in ornamental fishes/ sales in the last 5 years.
- ii. Preferably should have Operated and /or maintained any fish quarantine centre.
- iii. The Technical Experience should be demonstrated by the Bidders through proper documentary evidence to the satisfaction of Authority.
- iv. Bidder should issue a statement undertaking total responsibility for the defect free operation of the Aquatic Quarantine Unit for ornamental fish during the operation and maintenance period
- v. Should submit detailed plan of Operation & Maintenance for a period of 5 years
- vi. A technical evaluation on the parameters of experience, financial capability, economy of maintenance, functional aspects, safety aspects and feasibility will be carried out.
- vii. No Applicant or its Associate shall submit more than one Application for the competition. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

B. Financial Capability

- viii. The Bidder (in case of single entity) should have Minimum of Rs. 25.00 lakhs annual turnover for last 03 financial years.
- ix. The Financial Capabilities should be demonstrated by the Bidders through proper documentary evidence to the satisfaction of Authority.
- x. A certified true copy of the consortium agreement between the Prime Bidder and the other members of the consortium, revealing the respective roles and responsibilities of all the members, in meeting the overall scope and requirements of the Aquatic Quarantine Unit for ornamental fish.
- xi. Even though the Bidder meet the above criteria, they are subject to be disqualified if they have:
 - made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

8.3 Number of proposals

Each Bidder shall submit only one (1) Proposal, in response to this ‘RFP’. Any Bidder, who submits more than one Proposal, will be disqualified.

8.4 Proposal preparation cost

The Bidder shall be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

8.5 Project inspections and visit to the site

Bidders are encouraged to visit the proposed Aquatic Quarantine Unit at Hesaraghatta, Bangalore and obtain information that they may determine to be useful for preparing response to the RFP. Bidders shall intimate the Deputy Director of Fisheries Aquapark, Hesaraghatta, Bangalore sufficiently in advance in order to make arrangements for the visits of their authorized personnel. All costs related to site visits and gathering of information shall be entirely borne by the bidders. Bidders shall be responsible for the personnel deputed to undertake site visits.

8.6 Right to accept or reject any of the proposals

- The Authority will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the best value proposal (a proposal which qualifies in all the three evaluation stages and proves to be the best financial quote), provided further that the bidder has demonstrated that it is qualified to perform services required for the Maintenance and Operation of Aquatic Quarantine Unit project satisfactorily.
- The Authority has right to accept any Proposal and to reject any or All Proposals
- The Authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, 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 the action of the Authority.

8.7 Clarification and amendment of ‘RFP’

- All enquiries and or clarifications from the bidders related to this RFP should be directed in writing to the contact person notified by Authority in this RFP. Both direct mail communication and email communication are accepted modes of communication for the purpose of seeking and providing clarifications in respect of this RFP.
- At any time prior to the deadline for submission of proposals, DIRECTORATE OF FISHERIES, for any reason, may modify the RFP by amendment notified in writing or by fax or email to all bidders who have received this RFP and such amendment shall be binding on them. DIRECTORATE OF FISHERIES, at its discretion, may extend the deadline for the submission of proposals.

8.8 Language

- The proposal and all correspondence and documents shall be submitted in English. All proposals and accompanying documentation will become the property of the DIRECTORATE OF FISHERIES and will not be returned. The e-procurement document submitted will be considered as the official proposal.

8.9 Bid Security

- Bidders shall submit along with their bids, Bid Security in the form of EMD through e-procurement portal for the amounts as mentioned.
- The Bidder Shall Pay the Earnest Money Deposit (EMD) in the e-Procurement Portal using out of the following Modes. Credit Card / Direct Debit Card/ Nationalized Electronic Fund Transfer (NEFT)/ Over the Counter (OTC)
- The Entire EMD Amount has to be paid in a Single Transaction
- Refund of EMD: Based on Instructions of Tender accepting Authority (TAA) and EMD Amount of the unsuccessful Bidders will be refunded to the Respective Bank Account of the Bidders Registered in the E-procurement System within 30 Days of the end of the Tender Validity Period.
- The EMD of the Successful bidder will be discharged when the Bidder Signs the Agreement and Furnished the required performance Security.
- Earnest Money may be Forfeited:** - If the bidder withdraws the Tender after tender opening during the Period of Validity.
- If the Bidder does not accept the contract of the tender price pursuant. If the bidder is not substantiate responsive to the requirement of the Tender Documents.
- If the tender is not substantially responsive, It will be Rejected by the Employer.
- In Case of Successful Bidder if the bidder fails within the specified time limits
 - Sign the Agreement or
 - Furnish the required security deposit

THE Authority may in exceptional circumstances and at its discretion extend the deadline for submission of bids by issuing an addendum or by intimating all bidders who have been provided with the RFP document in writing / by email / in e-portal (where possible) in which case all rights and obligations of the Authority and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

8.10 Validity of proposal

The proposals including the Bid Security shall be valid for a period of 90 days from the date of submission of the proposals.

8.11 Non-Conforming Proposals

Any proposal may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the requirements of this RFP. The failure to comply with the technical requirements, and acknowledgment of receipt of amendments, are common causes for holding proposals nonconforming.

8.12 Signature

All proposals must be signed with the bidder's name and by a representative of the bidder, who is authorized to commit the bidder to contractual obligations. All obligations committed by such signatories must be fulfilled and submitted through e-procurement .

8.13 Due Date

- Bids can't be submitted after the due date and the specified time in the e-portal.
- Bids would be opened through e-procurement portal. The venue of the bid opening is: Directorate of Fisheries, 3rd Floor, podium block, V.V.Tower, Dr. B R Ambedkar Veedhi Road, Bangalore-560001.

8.14 Modification and Withdrawal of Proposals

No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form.

9. Evaluation Process

9.1 Evaluation process

9.1.1 BID EVALUATION

Preliminary examination of the bids

- Preliminary scrutiny of the pre-qualification and technical bid will be made to determine whether they are complete, whether required EMD has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- Prior to the detailed evaluation, the Authority will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations.
- If a bid is not substantially responsive, it will be rejected by the Authority and may not subsequently be made responsive by the bidder by correction of the nonconformity.

Evaluation Procedure & Criteria

Evaluation of the bids will be done in three stages (compliance to basic requirements, technical and financial). The evaluation will be done by a committee formed by the Department of Fisheries.

The following is the procedure for evaluation.

A. Evaluation of Basis Requirements

Firstly, the documentation furnished by the bidder will be examined prima facie to see if the Bid is substantially responsive and submitted in accordance with the requirements. The submission will also be scrutinized for Bid Security its form and contents. Proposals not meeting the Basic Requirements (non-compliance) will not be processed further beyond this stage.

B. Evaluation of technical Bids

- The evaluation of the technical bids will be carried out in the following manner:
- The bidders' technical solutions proposed in the bid document are evaluated as per the technical evaluation parameters specified below.

#	Technical Evaluation Parameters	Marks
	Proposed plan for O & M	30 Marks
A	Detailed plan for O & M	
1	Plan to keep spares and annual maintenance contract for products and services	
2	Plan to conform to service levels	
3	Corrective measures to improve customer	

	satisfaction during the Operation & Maintenance phase.	
4	Number of Concessionaire and security personnel to be deployed at site	
5	Timelines for repairs and attending problems	
6	Providing dedicated tollfree number for complaints	
7	Maintaining complaint register, log book, duty register, etc.	
B	A technical evaluation on the parameters of innovativeness of concept, economy of maintenance, functional aspects (such as safe design, ease of access and circulation, quick evacuation in case of emergencies, maximum utilization of the facility), financial potential, safety aspects will be carried out.	20 Marks
C	The bidder-Single Entity or in case of Consortium the Lead member- Should have been in the business/ activity of development and/Business/ornamental Fish Business in the last 5 years	15 Marks
D	The Bidder should have Minimum of Rs. 25.00 lakhs total Turn Over for last 03 financial years.	15 Marks
E	Bidders who have Operated (either on its own or through an entity in which the Bidder holds equity) and /or Maintained one Aquatic Quarantine Unit	10 Marks
F	The Bidders having Import and Export Certificate	10 Marks
Maximum Technical Score (ST)		100 Marks

For this RFP, the Marks awarded under Technical Evaluation (i.e Technical Score (ST)) has a total weightage of 70% and Marks awarded under Financial Evaluation (i.e Financial Score (SF)) has a total weightage of 30%.

Formula to determine the Financial Score (SF) for the Financial Bids shall be as follows:

$$\text{Financial Score (SF)} = (\text{Value of Financial Bid under Consideration (F)} / (\text{Value of Highest Commercial Bid (FH)}) \times 100$$

Combined Evaluation of Technical & Financial Bid: The Total Score of the Bidder will be determined as per the formula:

$$\text{Total Score} = (70\% \times \text{ST}) + (30\% \times \text{SF})$$

The Bid which obtains the highest Total Score value, will be rated as the “Best Bid”.

C Evaluation of Financial Bids

The Financial Bids of the technically qualified bidders will be evaluated as per the evaluation criteria mentioned below:

- The bidder with highest net payment offers to THE Authority for each work of Aquatic quarantine unit will be assigned with full marks. All other proposals will be evaluated as percentage of this bid.

Final Evaluation

Such of those bids which have passed the threshold technical score would only be subject to financial evaluation. The final evaluation would be based on the ranking of the bids subject to financial scores only.

Contacts during Proposal Evaluation

Proposals shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/rejection to the Bidders. While the Proposals are under consideration, Bidders and/or their representatives or other interested parties shall not make attempts to establish unsolicited and unauthorized contact by any means, the Authority and/or their employees/representatives on matters related to the Proposals under consideration after opening of the Proposals and prior to notification of the Award. Any attempt by the Bidder causing extraneous pressure on the Authority shall be sufficient reason to disqualify the Bidder.

10. Award of Contract

- The Director , DIRECTORATE OF FISHERIES and its delegated authority reserve the right to negotiate with the bidder (s) whose bid have been ranked first/highest for each of the works by the committee on the basis of best value to the AquaticQuarantineUnit Maintenance project. If the DIRECTORATE OF FISHERIES is unable to finalize a Contract with the bidders ranked first among each work, DIRECTORATE OF FISHERIES may proceed to the next ranked bidder in that work, and so on until a contract is awarded for each work. DIRECTORATE OF FISHERIES reserves the right to present a Contract to the bidder selected for negotiations.
- DIRECTORATE OF FISHERIES will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the best value proposal (a proposal which qualifies in all the three evaluation stages and proves to be the best commercial quote), provided further that the bidder has demonstrated that it is qualified to perform services required for the Maintenance and Operation of AquaticQuarantineUnit project satisfactorily.
- DIRECTORATE OF FISHERIES reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, 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 DIRECTORATE OF FISHERIES's action.
- **Performance Bank Guarantee:** The successful bidder shall at his own expense provide the Authority, within fifteen (15) working days from the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized bank in favor of Authority, payable on demand, for the due performance and fulfilment of the Contract by the bidder. **Performance bank guarantee those who get awarded will be Rs 1.00 Lakh.**
- All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder. The performance bank guarantee shall be valid for three years from the award of work The performance bank guarantee may be discharged/ returned by the Authority upon being satisfied that there has been due performance of the obligations of the bidder under the Contract. However, no interest shall be payable on the performance bank guarantee.
- In the event of the bidder being unable to service the Contract for whatever reason, the Authority would invoke the performance bank guarantee. Notwithstanding and without prejudice to any rights whatsoever of the Authority under the Contract in the matter, the proceeds of the performance bank guarantee shall be payable to the Authority as compensation for breach of contract or any loss resulting from the bidder's failure to perform/comply its obligations under the Contract. The Authority shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.

11. FORMS FOR BID SUBMISSION

Annexure 1: Technical Proposal Forms as per up-loaded in e-procurement portal

Annexure -2: QUALIFICATION INFORMATION

The information to be filled in by the

1.1 Constitution or legal status of Bidder [Attach copy]

Place of Registration _____

(Attach Copy)

Principal place of business: _____

1.1 Financial turn over during

Year	Rs. In Lakhs
2018-19	
2019-20	
2020-21	

1.2 Work performed as Prime Concessionaire (in the same name) on works of similar nature over during the five years

Project Name	Name of Employer	Description of Work	Contract Number	Value of work Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of Actual date of	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.3 Bidders liquid assets/availability of credit facilities

Annexure 3: Commercial Proposal Form

Annexure 4: Details of experience in similar projects

To be furnished for each of the relevant and similar projects executed by the bidder – please do not mention on-going or incomplete projects here.

Sl No	Name of the project	Client details	Value of the project	Type of contract – Turnkey/BOOT/BOO /DBFOT etc	Status of the project – timely completion / cost over runs / meeting the design objectives

Annexure 5: Format for Providing Previous General Experience

Sl No	Name of the project	Client details	Value of the project	Status of the project – timely completion / cost over runs / meeting the design objectives

Annexure 6: Format for Statement of Deviation(s) from Scheduled Requirements

SI. No.	Reference of Clause No. & Page No.	Deviation in the proposal	Brief reasons

Annexure 7: Request for Clarifications (RFC)

Bidders requiring specific points of clarification may communicate with THE DEPUTY DIRECTOR OF FISHERIES, AQUA PARK & FISH SEED FARM, HESARAGHATTA, BANGALORE during the specified period indicated in the RFP using the following format.

THE DEPUTY DIRECTOR OF FISHERIES, AQUA PARK & FISH SEED FARM, HESARAGHATTA, BANGALORE			
Bidders' Request for Clarification			
Name of the bidder submitting the request		Full formal address of the bidder including contact details	
Sl. No	RFP Reference Volume/Section/Page	Content of RFP requiring clarification	Point of clarification required
1			
2			
3			
4			
5			

Annexure 8: Standards of Aquatic Quarantine unit

Please provide the following in detail:

- Implementation schedule& plan
 - Health & safety considerations
 - Bio-security Planned
 - Staff

Annexure 9: Methodology & approach (level of understanding of the RFP)

- Understanding of overall concept and design
- Conformity to local laws and regulations
- Meeting the standards as in RFP

Annexure 10: Manpower Details during O&M

- Bidders to provide the details of the following to establish credibility for project management and operation and maintenance
- Organization chart
- Details of manpower to be deployed
- CVs and experiences of key personnel

Annexure 11: Bid Security (EMD)**Annexure 12: Format for Financial Bid**

Sl. No	Name and address of the bidder	Concession Fee offered per year per Location in Rupees
1		

(Amount in figure and words)

* Excluding Taxes. GST Extra @ 18% at Present.

1. In case of a discrepancy between the amounts expressed in figures vis-à-vis the amount expressed in words, the higher of the Two shall prevail.
2. The ‘Annual License Fee’ has been quoted by me/us after taking into consideration all the terms and conditions stated in the ‘RFP’, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Proposal.
3. I / we understand that the Authority is not bound to accept any Proposal(s) received.
4. I/ we agree that my / our Financial Proposal shall remain valid for a period of 180 (One Hundred and Eighty) days from the Proposal Due Date prescribed for submission of Proposal.
5. I / we confirm that our Financial Proposal is unconditional and that we accept all terms and conditions specified in the Bidding Documents.
6. I / we agree to be bound by this offer if we are the Selected Bidder for the Project.

Annexure 13: Format of Bank Guarantee For Performance Security

To:

The Deputy Director of Fisheries, Aqua Park & Fish seed farm, Hesaraghatta, Bangalore
Bangalore.

WHEREAS _____ [*name and address of Concessionaire*]
(hereinafter called "the *Concessionaire* ") has undertaken, in pursuance of Contract No.
_____ dated _____ to execute _____ [*mention name
of Contract including brief description of Works*] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the *Concessionaire*
shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein
as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on
behalf of the Contractor, up to a total of Rs. _____ [*amount of guarantee*]
Rupees _____ [*in words*], and we
undertake to pay you, upon your first written demand and without argument, any sum or
sums within the limits of _____ [*amount of guarantee*] as aforesaid
without your needing to prove or to show grounds or reasons for your demand for the sum
specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before
presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the
Contract or of the Works to be performed there under or of any of the Contract documents
which may be made between you and the *Concessionaire* shall in any way release us from
any liability under this guarantee, and we hereby waive notice of any such change, addition
or modification.

This guarantee shall be valid until 30 days from the issue of NOC for Financial operation

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____