

File No. NFDB/PMMSY/RFP/PMC/2020-21

NATIONAL FISHERIES DEVELOPMENT BOARD

Department of Fisheries

Ministry of Fisheries, Animal Husbandry & Dairying

Government of India

PROGRAMME MANAGEMENT CONSULTANCY

FOR IMPLEMENTATION OF

**PRADHAN MANTRI MATSYA SAMPADA
YOJANA(PMMSY)**

REQUEST FOR PROPOSAL (RFP)

AUGUST 2020

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**National Fisheries Development Board
Department of Fisheries
Ministry of Fisheries, Animal Husbandry & Dairying
Government of India**

File No. NFDB/Admin/PMMSY/2020

Dated: 27-08-2020

Notice inviting Request for Proposal (RFP) for Programme Management Consultancy for implementation of Pradhan Mantri Matsya Sampada Yojana (PMMSY)

The National Fisheries Development Board (NFDB) under the Department of Fisheries, Ministry of Fisheries, and Animal Husbandry & Dairying, Government of India invites Request for Proposal (RFP) from interested Consulting Firm/Company/Institution (i.e. Programme Management Consultant) for providing Programme Management Consultancy services for implementation of Pradhan Mantri Matsya Sampada Yojana (PMMSY) in accordance with the PMMSY Scheme objectives and deliverables and as brought out in the RFP document. The detailed RFP document providing the salient features of the PMMSY, Terms of Reference, pre-qualification and other eligibility criteria, evaluation criteria, terms and conditions, formats for submission etc. are available on the NFDB website <http://nfdb.gov.in>, the Department of Fisheries, Government of India website <http://dof.gov.in> including Central Public procurement Portal (CPPP) <http://eprocure.gov.in>. The schedule for receipt and opening of the RFPs is as follows: -

Date of issue of RFP	27th August 2020
Last date for receiving queries/requests for clarification	31st August 2020, 5.30 pm
Pre-bid meeting	1st September 2020, 11 am
NFDB's response to queries/requests for clarification	7th September 2020
Last Date for Submission of Bids	21st September 2020, 2.00 pm
Opening of pre-qualification & Technical Bids	22nd September 2020, 2.00 PM onwards in the office of NFDB, Hyderabad
Presentation by the shortlisted Bidders	28th October 2020, 10am onwards in the office of NFDB, Hyderabad
Announcement of Technical Scores and Date of Opening of financial bid	5th October 2020 11.00 AM onwards in the office of NFDB, Hyderabad.

Interested bidders may download the RFP from the above websites and send in their response to:

**The Chief Executive
National Fisheries Development Board
Department of Fisheries
Ministry of Fisheries, Animal Husbandry and Dairying,
Govt. of India
"Fish Building" Pillar No: 235, PVNR Expressway
SVPNPA Post, Hyderabad-500052.
Tel: + 91 -- 040 - 24000201/177**

**Sd/-
Chief Executive, NFDB**

DISCLAIMER

1. This RFP document is neither an agreement nor an offer by the National Fisheries Development Board under the Department of Fisheries, Ministry of Fisheries, and Animal Husbandry & Dairying, Government of India herein after called as "NFDB" to the prospective Bidders or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. NFDB does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for NFDB to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by NFDB in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtains independent advice from appropriate sources.
3. NFDB will not have any liability to any prospective Consultancy Firms/Companies/Institutions or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of NFDB or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. NFDB will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFP.
4. NFDB will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that NFDB is bound to select a Bidder or to appoint the Successful Bidder, as the case may be, for the consultancy and NFDB reserves the right to accept / reject any or all the proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. NFDB also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.

5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NFDB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. NFDB reserves the right to change / modify / amend any or all provisions of this RFP document. Such revisions to the RFP/amended RFP will be made available on the websites of a) NFDB, b) Department of Fisheries, Government of India and c) Central Public Procurement Portal (CPPP).

Section 1. Letter of Invitation

1.1 Letter of Invitation

Hyderabad

Date: 14th August 2020

- 1.1.1 Fisheries and aquaculture are important sources of food, nutrition, employment and income in India. The sector provides livelihood to more than 28 million fishers and fish farmers at the primary level and twice the number along the value chain. Fish being an affordable and rich source of animal protein, is one of the healthiest options to mitigate hunger and malnutrition. It has immense potential to enhance incomes and usher in economic prosperity to stakeholders.
- 1.1.2 India is one of the largest fish producing countries in the world with a share of 7.58% in the global fish production. Fisheries sector in India has shown impressive growth with an average annual growth rate of 10.88% during the year from 2014-15 to 2018-19. The fish production in India has registered an average annual growth of 7.53% during last 5 years and stood at an all-time high of 137.58 lakh metric tons during 2018-19. The export of marine products stood at 13.93 lakh metric tons and valued at Rs. 46,589 crores (USD 6.73 billion) during 2018-19.
- 1.1.3 The Gross Value Added (GVA) of fisheries sector in the national economy during 2018-19 stood at Rs 2,12,915 crores (current basic prices) which constituted 1.24% of the total National GVA and 7.28% share of Agricultural GVA. The sector has immense potential to double the fishers and fish farmers' incomes as envisioned by government and usher in economic prosperity.
- 1.1.4 India is bestowed with varied potential resources in the form of rivers and canals (1.95 lakh km); floodplain lakes (7.98 lakh hectare); ponds and tanks (24.33 lakh hectare); reservoirs (29.26 lakh hectare) and brackish water (11.55 lakh hectare). The marine fisheries resources are estimated at 5.31 million metric tonne and its activities spread along the country's long coastline of more than 7500 km with 2.02 million square km of Exclusive Economic Zone (EEZ) and continental shelf-area of 0.53 million sq.km.

- 1.15 The full potential of the fisheries sector is yet to be realized as seen from the fact that only 56% of the inland fisheries potential (9.58 million metric tons out of 17 million metric tons) and 78% of the marine fisheries potential (4.17 million metric tons out of 5.3 million metric tons) has been harnessed during 2018-19. The sub-optimal harnessing of the fisheries potential is mainly due to critical gaps in quality seed, feed and other inputs, fish genetics, investment and institutional credit, technology infusion and adoption, infrastructure, value addition, traceability, skilled manpower, etc.
- 1.16 Majority of fisher folk especially the small scale and artisanal fishers directly depend on the sector and continue to fall behind the national indices of socio-economic development. It is essential to provide requisite impetus towards amelioration of poverty and backwardness among these marginalized and vulnerable communities and promote their holistic development and welfare.
- 1.17 Being a sunrise sector with immense opportunities, it is imperative that sustained and focused attention is given to the fisheries sector through policy and financial support to accelerate its development in a sustainable, responsible, inclusive and equitable manner.
- 1.18 In recent years, Government of India has taken several initiatives to all round development of the fisheries sector and for harnessing its full potential in a sustainable and responsible manner. The Centrally Sponsored Scheme (CSS) - Blue Revolution Integrated Development and Management of Fisheries was launched in 2015-16 with an outlay of Rs 3000 crores for a period of 5 years and the Scheme ended in March 2020. The Centrally Sponsored Scheme - Blue Revolution - Integrated Development and Management of Fisheries launched in 2015-16 for a period of 5 years has made vital contributions towards development of fisheries sector. For addressing critical gaps in the fisheries infrastructure, the Fisheries and Aquaculture Infrastructure Development Fund was created in 2018-19 with a fund size of Rs. 7522.48 crores for providing concessional finance to the State/UT governments and their entities and the private sector.
- 1.19 Foreseeing the immense potential for development of fisheries and for providing focused attention to the sector, the Government of India in May, 2020 approved the "**Pradhan Mantri Matsya Sampada Yojana (PMMSY)** – A scheme to bring about Blue Revolution through sustainable and responsible development of fisheries sector in India" with an estimated investment of Rs. 20050 crores. The salient features of Pradhan Mantri Matsya Sampada Yojana are detailed at section -5.

- 1.1.10 PMMSY is an umbrella scheme with 90-100 diverse standalone and interlinked activities. While some of the activities are well entrenched in India's fisheries sector, others are either new or innovative calling for proper planning, detailing, along with a degree of creativity and innovation for handholding of stakeholders and achieving the envisaged goals in optimal manner.
- 1.1.11 The activities of PMMSY can be grouped in various combinations and packaged for catering the needs of varied stakeholders and maximising the desired outcomes. Further, being the largest ever investment in fisheries sector, it is imperative that the scheme would serve the needs of diverse stakeholders. Therefore, it is essential that the scheme not only benefits fishers and fish farmers but also provides adequate opportunities for private entrepreneurs to channelize their investments in the sector and in the process facilitate growth of entrepreneurship.
- 1.1.12 NFDB being the principal field formation of the Department of Fisheries (DoF), Government of India has a pivotal role in implementation of the PMMSY Scheme along with the Department of Fisheries. DoF, NFDB and various Committees constituted within these entities have to perform plethora of roles and responsibilities for successful roll out, grounding and implementation of the scheme within the approved duration of its implementation. Further, PMMSY being a flagship fisheries scheme with more than twenty thousand crores of rupees investment and wide range of activities elucidated above necessitates infusion of professionalism, expertise and an outlook much beyond the in-house available resources.
- 1.1.13 In the aforesaid background, the "Client" i.e. National Fisheries Development Board (NFDB), Hyderabad under the Ministry of Fisheries, Animal Husbandry and Dairying, Government of India considers essential to hire an experienced and reputed Consultancy Firm/Company/Institution [also called in this RFP as Programme Management Consultant (PMC)] for providing Programme Management Consultancy services for implementation of PMMSY. The PMC will bring in domain expertise, experience, effective management solutions, skill sets, latest technological developments, innovations and modern approaches and outlook for effective implementation of PMMSY and achieving the envisaged targets under PMMSY. The detailed terms of reference are given in Section- 5 of this RFP document.
- 1.1.14 Accordingly, the NFDB invites responses ("Proposals") to this Request for Proposal ("RFP") from reputed Consultancy Firms/Companies/Institutions ("Bidders") for establishing and providing Programme Management Consultancy services for implementation of PMMSY both at NFDB, Hyderabad

and at the Department of Fisheries, Ministry of Fisheries, Animal Husbandry and Dairying, Government of India, New Delhi as per the Scope of Work described in this RFP in Section-5.

- 1.1.15 Any contract that may result from this competitive procurement process will be issued initially for a period of 2 (two) years which may be extended for such further period(s) on mutually agreed terms and conditions between NFDB and the PMC. However, the cumulative period of engagement [both initial and extended period(s) combined] will not exceed beyond 31st March, 2025.
- 1.1.16 The detailed RFP document providing the salient features of the PMMSY, Term of Reference (ToR), pre-qualification and other eligibility criteria, evaluation criteria, terms and conditions, formats for submission etc. are available on the NFDB website <http://nfdb.gov.in>, the Department of Fisheries, Government of India website <http://dof.gov.in> including Central Public procurement Portal (CPPP) <http://eprocure.gov.in>.
- 1.1.17 Interested bidders may download the RFP from the above websites and send in their response to:

**The Chief Executive
National Fisheries Development Board
Department of Fisheries
Ministry of Fisheries, Animal Husbandry and Dairying, Govt of
India "Fish Building" Pillar No: 235, PVNR Expressway
SVPNPA Post, Hyderabad-500052.
Tel: + 91 - 040 - 24000201/177**

- 1.1.18 Proposals must be received on or before the bid submission closing date and time mentioned in the Data Sheet. Proposals that are received after the deadline shall not be considered in this procurement process.

1.2 **Objective of the Assignment**

- 1.2.1 The main objective of the assignment is to assist the National Fisheries Development Board, Hyderabad and the Department of Fisheries, Government of India for implementation of PMMSY. For this purpose, the PMC will be responsible for continuous engagement with the National Fisheries Development Board, Hyderabad, and the Department of Fisheries, Government of India, New Delhi including the Committees constituted under the PMMSY both in NFDB and the Department of Fisheries, Government of India. Further, the PMC will be required to undertake essential field visits/studies and engage with the State Governments/UT Administrations and other end implementing

agencies/stakeholders towards furtherance of aims and objectives of PMMSY. The PMC will bring in domain expertise, experience, effective management solutions, skill sets, latest technological developments, innovations and modern approaches and outlook for effective implementation of PMMSY and achieving the envisaged targets under PMMSY. The detailed terms of reference are given in Section- 5 of this RFP document.

1.3. Programme Management Consultant will be selected as per Quality and Cost Based Selection (QCBS) methodology.

1.3.1 The RFP includes the following documents:

Section 1	Letter of Invitation
Section 2	Instructions to Bidders
Section 3	Pre – Qualification and Technical Proposal - Standard Forms
Section 4	Financial Proposal - Standard forms
Section 5	Terms of Reference
Section 6	Standard format of Work Order

1.3.2 All clarifications/corrigenda and any information related to this RFP will be published only on the Official Websites. For the purpose of this RFP, the Official Websites of the Client are **a) the Official Website of NFDB <http://nfdb.gov.in>, b) the Department of Fisheries, Government of India website <http://dof.gov.in> and c) Central Public Procurement Portal (CPPP) <http://eprocure.gov.in>.** The prospective bidders shall check for notifications/corrigenda/amendments etc. issued in respect of RFP document till 6 days before bid opening date and submit their proposal as per revised RFP, if any.

Section 2: Instruction to Bidders

2.1. Introduction

2.1.1 The Client, named in the Data Sheet will select a Consultancy Firm/Company/Institution [also called in this RFP as **Programme Management Consultant (PMC)**] for providing Programme Management Consultancy Services in accordance with the method of selection specified in the Data sheet. Bidders are advised that the selection of PMC shall be based on an evaluation process specified in this RFP (the selection process). Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the selection process will be given and that client's decisions are final without any right of appeal whatsoever.

- 21.2 The Bidders are invited to submit Pre-qualification, Technical and Financial Proposals (collectively called as - the proposal), as specified in the data sheet, for the services required for the assignment. The proposal will form the basis for grant of Work Order to the selected PMC. The PMC shall carry out the assignment in accordance with the Terms of Reference (ToR) of RFP.
- 21.3 The Bidder shall submit the proposal in the form and manner specified in this RFP. The proposal shall be submitted as per the forms given in relevant sections herewith.
- 21.4 Bidders shall bear all costs associated with the preparation and submission of their proposals and their participation in the selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by client or any other costs incurred in connection with or relating to its proposal. The client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to grant of Work Order, without thereby incurring any liability to the Bidders.
- 21.5 Client requires that the Bidder shall hold client's interest is paramount, avoid conflicts with other assignments or with its own interests and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Client and the PMMSY.
- 21.6 It is the Client's policy to require that the Bidders observe the highest standard of ethics during the selection process and execution of work/assignment. In pursuance of this policy, the client:
- a) will reject the proposal for award if it determines, at any stage/time, that the Bidder has engaged in corrupt or fraudulent activities in competing for the Work Order in question;
 - b) will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded any contract or Work Order if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for and in executing the Work Order.
- 21.7 **Arbitration:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of

the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be Hyderabad, India and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

21.8 **Termination of Contract/Work order:** Client i.e. National Fisheries Development Board (NFDB), Hyderabad shall have the right to terminate the Contract/Work order of the PMC (i.e. Selected Bidder) at any time during the tenure of the work, if the performance of the PMC is found to be unsatisfactory or violation of any clause of the RFP pertaining to execution of the work. For termination of the contract, NFDB shall provide the PMC a notice of minimum of 15 (Fifteen) days, to allow the PMC to clarify its position of unsatisfactory performance observed by NFDB. If the clarification provided by the PMC is not up to the satisfaction of the NFDB, the contract of the PMC will be terminated. If the Contract/Work order is terminated due to the fault of the PMC or in case of termination of the assignment by the PMC for reasons not attributable to NFDB, the Client i.e. NFDB will forfeit the performance security of the PMC.

21.9 The Bidder shall submit their proposal in four parts containing details of Earnest Money Deposit (EMD), Pre-Qualification Proposal, Technical Proposal and Financial Proposal respectively on Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>). Original EMD is to be deposited at National Fisheries Development Board, Hyderabad. No proposal shall be accepted in any other form and shall be summarily rejected. The submissions for Pre-Qualification shall be evaluated first as specified in this RFP. Subsequently the technical and financial evaluation as specified in this RFP will be carried out only for those Bidders who meet the Pre-Qualification criteria. Based on this evaluation, a list of finally qualified Bidders shall be prepared in the order of their merit.

21.10 The evaluation will be done in accordance with procedure given in sub-section 2.6 of section 2 of this RFP

21.11 **Number of Proposals:** No Bidder shall submit more than one Application.

21.12 **Right to reject any or all Proposals:**

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

- ii. Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:
 - a. at any time, a misrepresentation is made or discovered, or
 - b. the Bidder does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
- iii. Such misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Proposals have been opened and the highest- ranking Bidder gets disqualified/rejected, then the Client reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

21.13 **Acknowledgement by Bidder**

- i. It shall be deemed that by submitting the Proposal, the Bidder has:
 - a. made a complete and careful examination of the RFP;
 - b. received all relevant information requested from the Client;
 - c. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;
 - d. satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - e. acknowledged that it does not have a Conflict of Interest;
 - f. agreed to be bound by the undertaking provided by it under and in terms hereof, and
 - g. conducted its own investigations and analysis and checked the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtained independent advice from appropriate sources.
- ii. The Client shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client.

2.2 Clarification and amendment of RFP documents

- 221 Bidders may seek clarification on this RFP document, within the period mentioned in this RFP document. Any request for clarification must be sent by standard electronic means (PDF and/or word file) to the Client's email address (mentioned below) and through post to client's office addressed to:

**The Chief Executive
National Fisheries Development Board
Department of Fisheries
Ministry of Fisheries, Animal Husbandry and Dairying,
Govt. of India,
"Fish Building" Pillar No: 235, PVNR Expressway
SVPNPA Post,
Hyderabad-500052. Tel: + 91 - 040 - 24000201/177
Email: ce.nfdb-dadf@gov.in/info.nfdb@nic.in**

- 222 The Client will endeavour to respond to the queries prior to the Proposal Due Date. The Client will post the reply to all such queries on its official website, the website of Department of Fisheries, Ministry of Fisheries, Animal Husbandry and Dairying and on the Central Public Procurement portal (CPPP).
- 223 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative/discretion or in response to a clarification requested by a prospective Bidder, modify/update the RFP documents by way of an amendment which will be issued before the cut-off date as mentioned in sub-section: 1.3.2. Only the amendments/corrigenda posted on the Client's Official Website and the websites mentioned above shall be valid. In order to provide the Bidders a reasonable time for taking an amendment into account, the Client may at its discretion extend the Proposal Due Date.
- 224 Date of Pre-Bid Meeting and venue is mentioned in Data Sheet. Bidders willing to attend the pre-bid should inform client beforehand in writing through email. The maximum number of participants from a Bidder, who choose to attend the Pre-Bid Meeting, shall not be more than two per Bidder. The representatives attending the Pre-Bid Meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization.

2.3. Earnest Money Deposit

An Earnest Money Deposit (EMD) in the form of online payment or through a Demand Draft/Bank Guarantee from a scheduled commercial Bank located in

India in favour of the Chief Executive, National Fisheries Development Board, Hyderabad for the sum of Rs.10,00,000/- (Rupees Ten Lakh Only) shall be required to be submitted by each Bidder. The Bank Guarantee shall be in the format of Form 3F and it should be valid for a period of 45 days beyond the final tender validity period. The bank account details for online transfer of EMD are as detailed below:

Name of the Account holder: National Fisheries Development Board, Hyderabad

Name of the bank: State Bank of India

Current A/c. No. 62029582916

IFSC Code: SBIN0021220

- 231 Further, in accordance with the Rule 170(i) of GFR 2017, payment of EMD is exempted for MSME registered firms subject to submission of registration particulars.
- 232 The EMD in original shall be placed in an envelope and marked as —EMD— [name of assignment] and this envelope containing the EMD shall be delivered to National Fisheries Development Board at the correspondence address given in this RFP in physical form before the due date. In case of online transfer of EMD, print out of the transaction details shall be submitted at National Fisheries Development Board, Hyderabad. In addition, a scanned copy (in pdf format) shall also be uploaded on e-procurement portal CPPP. Bids received without the specified Earnest Money Deposit Bid Security will be summarily rejected.
- 233 Client will not be liable to pay any interest on Earnest Money Deposit. Earnest Money Deposit of all unsuccessful bidders will be refunded within one month from the date of grant of the Work Order to the selected bidder or within one month from the date of cancellation of the selection process in case the selection process is cancelled by Client. The EMD of successful bidder would be returned upon submission of Performance Bank Guarantee.
- 234 The EMD will be forfeited if a bidder withdraws its bid during the period of bid validity and in case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
- 235 The successful bidder will be required to furnish a valid Performance Bank Guarantee at the rate of 10% of the value of work/services after acceptance but before signing of agreement in accordance with provision of the RFP and/or the Work Order. The PGB shall be furnished in the form specified in this RFP. The Performance Bank Guarantee shall be retained by the Client and should be valid for a period of 60 days beyond the completion period of the assignment by the Bidder and will be released 60 (sixty) days after the completion of the assignment.

- 236 Client will be entitled to forfeit and appropriate the EMD under the following circumstances:
- i. If bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the Standard Form of Work Order);
 - ii. If any bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Client with the consent of the bidder from time to time.
 - iii. In case, the Selected Bidder fail to provide the Performance Bank Guarantee within the specified or extended time limit, or
 - iv. If the Bidder commits any breach of terms of this RFP or is found to have made a false representation to Client.
- 237 Any entity which has been barred by the Central Government or its agencies, any State/Union Territory Government or its agencies, a statutory body, an order of a judicial/regulatory authority or a public sector undertaking from participating in any project and the bar subsists as on the date of the Proposal due date would not be eligible to submit a Proposal.
- 238 A Bidder should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach of such Bidder or its Associate.

2.4 Preparation of proposal

- 2.4.1 Bidders are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.4.2 In preparing their Proposal, Bidders are expected to thoroughly examine the RFP Document.
- 2.4.3 The pre-qualification and technical proposal should provide the documents as prescribed in this RFP.
- 2.4.4 The bidders are required to submit scanned copy of details of the PMC as is sought in this RFP, scanned copy of DD/PBG/ receipt of online payment for EMD, scanned copy of experience of the PMC as is sought in this RFP, rate for items/activities as per the scope of work.
- 2.4.5 The Proposals must be digitally signed in each page by the Bidder or its Authorized Representative as detailed below:
- i. By the proprietor in case of a proprietary firm;
 - ii. By a partner, in case of a partnership firm and/or a limited liability

- partnership (LLP); or
- iii. By a duly authorized person holding the Power of Attorney/Board Resolution, in case of a Limited Company or a corporation.
- iv. By the duly authorised representative in case of an Institution

2.4.6 Bidders should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Client, and the evaluation will be carried out only based on Documents received by/before the closing time of Proposal Due Date as specified in Data Sheet. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. The conditional bid will be summarily rejected without assigning any reasons thereof.

2.4.7 **Financial proposal:** While preparing the Financial Proposal in Form 4A and 4B, Bidders are required to carefully consider the various requirements and conditions stipulated in this RFP document. While submitting the Financial Proposal, the Bidder shall ensure the following:

- i. All the costs associated with the assignment will cover costs/expenses of the Bidder for undertaking work as detailed in the Scope of Work. This financial proposal covers remuneration for all the personnel, equipment, surveys, overhead charges viz. travelling, boarding and lodging and out of pocket expenses in Hyderabad and Delhi - NCR. Further, the total cost of Financial Proposal shall be inclusive of all expenses and taxes, excluding GST.
- ii. For avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown under Financial Proposal. The Applicant shall be paid only GST over and above the cost quoted in the Financial Proposal. The GST shall be stated clearly. All payments shall be subjected to deduction of taxes at source as per applicable Laws.
- iii. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- iv. Given the nature of the engagement, it may also become necessary for the PMC team members to travel outside their base locations i.e. Hyderabad and Delhi. In such event, the bidder team would be required

to travel as per the requirements of the PMMSY with prior approval of NFDB or Department of Fisheries, Government of India. TA/DA will be payable to team members as per the Government policies in force as may be applicable to their level.

2.4.8 The bid received from all bidders will be opened online, evaluated for fulfilling the pre-qualification criteria. The Bids of the bidders who fulfil the pre-qualification criteria would be technically evaluated and all such bidders will be called for making presentation of their proposal and the Marks secured by Bidders in presentation will be incorporated in their technical score. The Financial proposal of the technically qualified participating Bidders will be opened online by the Committee on the prescribed date and the financial proposal evaluated. The technical, financial and combined score secured by bidders in QCBS method will be uploaded on portal.

2.4.9 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.

2.4.10 Bidders shall express the price of their services in Indian Rupees only.

2.5. Submission, receipt and opening of proposals

251 The Proposal shall be submitted through e-procurement portal CPPP. The procedure for filing of e-tender is provided on the portal. Files uploaded on the portal should have file name in accordance with the details prescribed in the portal or RFP.

252 The Authorized Representative of the Bidder should authenticate EMD Details, Pre-qualification, Technical and Financial proposal using digital signatures. The Authorized Representative's authorization should be confirmed by a written power of attorney/Board Resolution by the competent authority accompanying the Proposal.

253 The Bidder shall submit his proposal in four parts containing details of EMD, Pre-Qualification Proposal, Technical Proposal and Financial Proposal respectively on e- procurement portal.

254 No proposal shall be accepted after the due date for submission of Proposals. After the deadline for submission of proposals, the Pre- Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Bidders meet the prescribed Minimum Qualification Criteria. The Technical and Financial Proposals shall be opened after pre- qualification proposal.

255 After the Proposal submission and until the grant of the Work Order, if any

Bidder wishes to contact the Client on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the Bidder firm to influence the Client during the Proposal evaluation, Proposal comparison or grant of the Work Order decisions may result in rejection of the Bidder's proposal.

2.6. Proposal Evaluation

- 261 A Consultancy Evaluation Committee will be constituted by NFDB to carry out the evaluation of the Proposals. As part of the evaluation, the Pre- Qualification Proposal submitted (Form 3A - 3E) shall be checked to evaluate whether the Bidder meets the prescribed Minimum Qualification Criteria. Subsequently, the Technical Proposals submitted by pre-qualified bidders, for Bidders who meet the Minimum Qualification Criteria (Shortlisted Bidders), shall be opened online for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.
- 262 Prior to evaluation of financial Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

Pre-qualification

- i. The client will satisfy itself that the Bidders meets the minimum qualifications prescribed before evaluating technical and financial proposals.
- ii. It is accompanied by the Earnest Money Deposit as specified in this RFP;
- iii. It is received by the Proposed Due Date including any extension thereof in terms hereof;

Technical Proposal

- i. The Technical Proposal is received in the form specified in this RFP;
- ii. It does not contain any condition or qualification; and
- iii. It is not non-responsive.

Financial Proposal

- i. The Financial Proposal is received in the form specified in this RFP;

- ii. It does not contain any condition or qualification; and
- iii. It is not non-responsive.

263 The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below. As part of the evaluation, the Pre-Qualification Proposals submitted should fulfil the Minimum Qualification Criteria. In case Bidder does not fulfil the Minimum Qualification Criteria, the Proposal of such Bidder will not be evaluated further.

264 **Pre-Qualification Criteria:**

The pre-qualification criteria and shown in table below.

Table -1: Pre-qualification criteria

SI no	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<p>a) Bidder should be a Company registered under Companies Act, 1956/2013</p> <p>Or</p> <p>Bidder should be a partnership registered under the India Partnership Act, 1932 or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008 with their registered office in India</p> <p>Or</p> <p>An institution registered/incorporated in India</p> <p>b) Bidder should be registered with the Service Tax Authorities (GST)</p>	<p>Copy of Certificate of Incorporation/Partnership/Registration;</p> <p>and</p> <p>Copy of Service Tax (GST) Registration Certificate</p> <p>(Form -3A)</p>
2.	Should be in existence in Consultancy Business	Bidder should have been operating in Programme/Project Management Consulting services for the last five years in India	Self-certificate from authorized signatory stating that the Firm/ Company/Institution is in operation for the last five years (as on 01 st April 2020), with experience in providing Programme/Project Management Consulting services in India

SI no	Basic Requirement	Specific Requirements	Documents Required
3.	Certifications	Bidder should have ISO 9000/9001 Certification or equivalent in Programme/ Project Management Consultancy	Copy of the Certification
4.	Sales Turnover in Consulting Services	Should have a minimum annual sales turnover of Rs 50 (Fifty) Crore from Indian operations in business consulting services in each of the three financial years (FY i.e. 2017-18 and 2018-19 and 2019-20)	Extracts from the Audited Balance sheet and Profit & Loss; OR Audited Certificate from the statutory auditor for the years 2017-18, 2018-19 turnover and the provisional financial statement for the FY 2019-20 duly self certified and signed by CA along with Form 26AS will be considered in lieu of audited statement for 2019-2020 turnover (Form -3C)
5.	Programme/ Project Management Consultancy Experience	Bidder in the 5 (Five) Financial Years starting with FY 2015-16 and ending with FY 2019-20, must have experience of working on at least five PMU/PMA/PMC assignments of value not less than Rs. 2 Crore (Rupees two Crore) each with Centre/State/Union Territory Government or their agencies or the assignments carried out for the state/Central/UT's with collaboration and funding from reputed multilateral agencies Note PMU: Programme/Project Management Unit PMA: Programme /Project Management Agency/Advisory PMC: Programme /Project Management Consultancy	Completion Certificate from the client; OR Work Order + Self-Certificate of Completion (by Authorized Signatory); OR Work Order + Phase Completion Certificate from the client

SI no	Basic Requirement	Specific Requirements	Documents Required
6.	Scheme Implementation experience	<p>The bidder should have performed minimum 2 (two) consultancy assignments as PMU/PMA/PMC with any Center/State/Union Territory Government department or their agencies in Fisheries/Agriculture/Animal Husbandry/Food Processing/Dairying/Rural Development in the 5 (Five) Financial Years starting with FY 2015-16 and ending with FY 2019-20 with minimum contract value not less than Rs 1 (one) crore for each assignment.</p> <p>Note PMU: Programme/Project Management Unit PMA: Programme /Project Management Agency/Advisory PMC: Programme /Project Management Consultancy</p>	Work Order/LOI/Completion Certificate
7.	Debarment (blacklisted)	Bidder should not be Debarred by Centre/State/UT Government and their Agencies, or by a Public Sector Undertakings or by a Statutory Body or by an order of a judicial/regulatory authority	<p>A self-certified letter that the bidder (or any of its successors) is not in the active debarment list of Centre/State/UT Government or their agencies including Public Sector Undertakings and Statutory Bodies. Further, the bidder has to give a self-certified letter that the bidder (or any of its successors) is not debarred by an order of a judicial/regulatory authority</p> <p>(Form -3B)</p>

SI no	Basic Requirement	Specific Requirements	Documents Required
8.	Manpower Strength	The Bidder must have on its rolls, consulting staff of at least 50 technically qualified personnel in the area of Project Management, Fisheries, Aquaculture, Civil Engineering, Rural Development, Social Sector, e-Governance Program/Project Management, IT infrastructure, IT security and IT procurement. The personnel should possess relevant degrees/credentials with prior experience in providing the above consultancy services	Self-Certification by the authorized signatory

265 Technical & Financial Evaluation of Proposals:

The Consultancy Evaluation Committee constituted by NFDB will carry out the evaluation of Proposals/Bids based on the following evaluation criteria and marks system. Bidders who meet the pre-qualifications criteria requirements would be considered as qualified to move to the next stage for Technical and Financial evaluations. Each evaluated Proposal will be given a technical score as detailed below. The maximum marks to be given under each of the evaluation criteria are shown in the table -2 below:

Table - 2: Technical proposal evaluation criteria and marks

S.No.	Evaluation Criteria	Maximum Marks
A.	Programme/Project Management Consultancy Experience (Form 3D)	25 marks (Criteria wise break up of 25 marks is as per Table A below)
B.	Resource Team	35 marks

S.No.	Evaluation Criteria	Maximum Marks		
		(Criteria wise break up of 35 marks is as per Table B below)		
C.	Approach & Methodology (A&M), concept, plan (Form 3I), including technical presentation	40 marks (Cumulative of C1+C2+C3+C4 +C5 below)		
		Assessment Criteria	Marks	Supporting document
C1.	Demonstration of understanding of the Assignment (concept) & Departments requirements	-Learning -Challenges likely to be encountered - Mitigation proposed - Client references	10 marks	A descriptive note in 4 -6 pages
C2	Approach & Methodology	1)understanding of the objectives of the assignment: The extent to which the consultant's approach and work plan respond to the objectives indicated in the RFP. 2)Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the scope of work	10 marks	A descriptive note in 4 -6 pages
C3.	Work Plan	-Overall Timelines -Resource assignments -Dependencies	5 marks	A descriptive note in 4 -6 pages
C4.	Case study of handling large scale central government Programme/Project Management Consultancy	-At least two case studies comprehensively summarizing the assignments handled, clients requirements vis-à-vis deliverables.	5 marks	A descriptive note in 4 -6 pages
C5.	Technical Presentation (mandatory – Presence of Head / Owner of the Bidding firm/ company/institution or Authorized Representative of the Bidder) on Demonstration of understanding of the Assignment & Department requirement, Approach & Methodology, Work plan and case studies and the capability for transfer of knowledge/training		10 marks	Presentation covering C1 to C4 above and on capability for transfer of knowledge/t raining
Total (A + B + C)		100 marks		

Table A- Programme/Project Management Consultancy Experience: Criteria wise marking

A.	<p>Programme/Project Management Consultancy Experience (Form 3D)</p> <p>Each credential should be supported by: Completion Certificates from the client; [or] Work Order + Self Certificate of Completion (by Authorized Signatory); [or] Work Order + Phase Completion Certificate (for ongoing projects/programmes) from client</p>	Total Marks - 25 marks
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Sl. No.	Criteria	Marks per assignment	Maximum Marks
1.	<p>Bidder in the 5 (Five) Financial Years starting with FY 2015-16 and ending with FY 2019-20, must have experience of managing at least five large PMU/PMA/PMC as Consultants in India with contract value of more than Rs. 2 (two) crores each from Consultancy assignments in India.</p> <p>Note</p> <p>PMU: Programme/Project Management Unit PMA: Programme /Project Management Agency/Advisory PMC: Programme /Project Management Consultancy</p>	<p>Number of Programmes/projects: -</p> <ul style="list-style-type: none"> • 5 assignments :3 Marks • > 5 and \leq 10 assignments : 5Marks • > 10 assignments: 7 Marks 	7
2.	<p>The bidder should have performed minimum 2(two) consultancy assignments as PMU/PMA/PMC with any Center/State/Union Territory (UT) government department or their agencies in Fisheries/Agriculture/Animal Husbandry/Food Processing/Dairying /Rural Development sectors in the 5 (Five) Financial Years starting with FY 2015-16 and ending with FY 2019-20 with minimum contract value not less than Rs 1 (one) crore for each assignment.</p>	<ul style="list-style-type: none"> • 2 projects– 2 marks • 3 or more projects – 4 marks 	4
3.	<p>The Bidder should have experience of supply chain, marketing and IT enablement in Fisheries/Agriculture/Animal Husbandry/Food Processing/Dairying/Rural Development sectors for any Central/State/ Union Territory government or its agencies in last 3 financial years.</p>	<p>1 mark per project but limited to 3 projects – 3 marks</p>	3

4.	The Bidder should have experience in implementing and managing IT dashboard or business Intelligence (BI) solutions for central government	1.5 mark per project	3
5.	The Bidder should have experience in designing, developing web-based MIS system including providing services for management and maintenance support for government or its agencies.	1.5 mark per project	3
6.	The Bidder should have experience of managing Central government programmes/initiatives that include promotion and awareness campaigns	1 mark per project	2
7.	The Bidder should have offices in at least three states/UTs	Offices in 3 states/UTs – 2 marks Offices in more than 3 states/UTs - 3 marks	3

Table B: Resource Team

(Criteria for marking would be based on Experience, Essential qualifications & Additional qualifications as shown in the table below against each Resource)

B Sl. No	Name of Resource (manpower) location/base and number of positions	Experience & Educational Qualifications	Total Marks: 35
(i)	(ii)	(iii)	(iv)
1	Team Leader/Project Director-1 (one) position <u>Deployment</u> Location: DoF, New Delhi	<p><u>Essential Requirements:(4 marks)</u></p> <p>a) Experience: Minimum work experience of 15 (fifteen) years with at least 5 (five) years' experience in managing large Programme/Project Management Consultancy assignments for Government and its agencies in Fisheries /Agriculture/Animal Husbandry/Dairying/Food Processing/Rural Development.</p> <p>b) He/she should be in mid to senior management level in the Bidding firm/company/institution.</p>	Maximum 6 Marks

		<p>c) Should be an employee of the bidding firm/company/institution and working with it for past 2 (two) years (as on date of submission of bid under this RFP).</p> <p>d) Educational Qualifications: MBA or equivalent from a recognized University or Institution</p> <p>Additional Qualification: (2 marks) <u>Graduation or Post Graduation degree in any discipline of fisheries science from a recognized University or Institution</u></p> <p><u>Essential Requirements:(4 marks)</u></p>	Maximum 5 marks
2	<p>Project Manager 1 (one) position</p> <p><u>Deployment</u> Location: NFDB, Hyderabad</p>	<p>a) Experience: Minimum work experience of 10 (ten) years with at least 5 (five) years' experience in executing Programme/Project Management Consultancy assignments for Government and its agencies in Fisheries /Agriculture/Animal Husbandry/Dairying/Food Processing/Rural Development.</p> <p>e) Should be an employee of the bidding firm/company/institution and working with it for past 2 (two) years (as on date of submission of bid under this RFP).</p> <p>b) Educational Qualification: MBA or equivalent from a reputed and recognized University or Institution</p> <p>Additional Qualification: (1 mark) <u>Graduation or Post Graduation degree in any discipline of fisheries science from a reputed and recognized University or Institution</u></p>	Maximum 5 marks
3	<p>Infrastructure Expert – 1 (one) position</p> <hr/> <p>Deployment Location: in DoF, New Delhi</p>	<p><u>Essential Requirement (3 marks)</u></p> <p>a) Experience: Minimum work experience of 10 (ten) years of working on large infrastructure projects such as cold chain, logistics, markets, harbours, landing platforms, etc.</p> <p>b) Educational Qualification: Post-Graduation/Graduation in Engineering (Civil) from a reputed and recognized university/institute.</p> <p><u>Additional Experience: (1 mark)</u> <u>Experience of having worked on development of fisheries brood banks, hatcheries, rearing facilities, quality seeds units, labs, etc.</u></p>	Maximum 4 marks

4	Marketing Expert - 1(one) position Deployment Location: in DoF, New Delhi	<p>Essential Requirement:(3 marks)</p> <p>a) Experience: Minimum Work experience of 10 (ten) years in marketing Experience of working with processing units, value addition, transportation, branding, niche labelling and traceability, promotion of domestic consumption and export, E-marketing and e- trading.</p> <p>b) Educational Qualification: MBA or Equivalent in Marketing from a reputed and recognized university/institution</p> <p>Additional Qualification:(1 mark) Post-Graduation in Fisheries Science/Fisheries Economics/BE(Civil)/Agribusiness or related fields including marketing and branding from a reputed and recognized university/institution</p>	Maximum 4 Marks
5	Quality, Certification, Traceability & Standards Expert-1 (one) position Deployment Location: in DoF, New Delhi	<p>Essential Requirement :(2 marks)</p> <p>a) Experience: Minimum work experience of 10 (ten) years in working on quality standards, traceability and certification in fisheries/agriculture/Dairying/Animal Husbandry/Food processing/Rural Development or similar domains meeting international/global export requirements/standards</p> <p>b) Educational Qualification: Post-Graduation in fisheries sciences or agriculture engineering/veterinary/agri-tech/food processing/Dairying or equivalent from a reputed and recognized university/institute.</p> <p>Additional Experience:(1 mark) Should have worked in consultancy or with the industry on processing of fish and aqua products – inland as well as marine.</p>	Maximum 3 Marks

6	<p>MIS Experts – 2</p> <p>Deployment</p> <p>Location: 1 in NFDB, Hyderabad</p> <p>Location: 1 in DoF, New Delhi</p>	<p>Essential Requirement (3 marks)</p> <p>a) Experience: Minimum work experience of 5 (five) years in designing and maintenance of MIS system including 2 (two) years of working with a PMU/PMA/PMC associated with any government scheme.</p> <p>b) Experience of development/management of online IT solution or MIS dashboard for central/state government or multilateral agency in India.</p> <p>Educational Qualifications: Minimum educational qualification –M. Tech (IT/CS), MCA or MBA or equivalent with relevant Graduation in IT/ITES/BE (Computer Science) from a reputed and recognized University or Institution</p>	3 marks
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7	<p>Project Appraisal Expert -1 (one position)</p> <p>Location: in NFDB, Hyderabad</p>	<p><u>Essential Requirement (3 marks)</u></p> <p>a) Experience: Minimum work experience of 10 (ten) years in project appraisal, financial analysis preferably of government funded projects.</p> <p>b) Experience of handling Financial Management of large infrastructure development projects</p> <p>c) Experience in Financial Modelling in Infrastructure and PPP</p> <p><u>Educational Qualifications:</u> Master's Degree in Economics/Chartered Accountant/Commerce/ICWA/Master Degree in Economics with specialization in Public Finance/Master's Degree in Business Administration with specialisation in Finance from reputed and recognized University or Institution</p>	3 marks
8	<p>M&E and Communication (IEC) - 1(one position)</p> <p>Location: in DoF, New Delhi</p>	<p><u>Essential Requirement (1 mark)</u></p> <p>a) Experience: Minimum work experience of 6 (six) years in handling of M&E along with communication and IEC.</p> <p>Educational Qualifications – MBA or Post Graduation degree/diploma in Communication from a reputed and recognized University or Institution</p> <p><u>Additional Experience (1 mark)</u></p> <p>Should have worked with PMU for a large government scheme/project with M&E and IEC responsibilities – including social media</p>	Maximum 2 marks
9	<p>Procurement and Legal Expert - 1(one position)</p> <p>Location: in DoF, New Delhi</p>	<p><u>Essential Requirement (2 marks)</u></p> <p>a) Experience:10 (ten) years of experience in the area of public procurement preferably for large Infrastructure projects including contract management.</p> <p>b) Educational Qualifications –Degree in Engineering/Management along with a Law degree from a reputed and recognized University or Institution</p>	Maximum 3 marks

		Experience: Work experience of 6 (six) years in Social marks development or related projects	
10	Social Development Expert-1 Location: in DoF, New Delhi	Essential Requirement : (1 mark) a) Essential: Minimum Qualification –Post Graduation degree in Rural Development/Social Sciences/Social Work from a reputed and recognised university or Institution Additional Requirement: (1 mark) Should have worked with PMU for a large government scheme/project with social development including gender and capacity building, training responsibilities	Maximum 2
11	Support Resources – 4 Location: 2 in NFDB, Hyderabad Location: 2 in DoF, New Delhi	a) Experience: 3 (three) years of work experience in fisheries/agriculture/Dairying/Animal Husbandry/Food processing/Rural Development or similar domains. b) Should have worked for at least 1 (one) year with any PMU /PMA for a government scheme/project c) Educational Qualifications: MBA from a reputed and recognized university/institution.	Not for marking/evaluation

Important:

Note -1: The location/base wise deployment of resources (manpower) indicated in the Table-B above is provisional and subject to change depending on the requirements at a particular location/base (i.e. NFDB, Hyderabad or DoF, New Delhi). NFDB in consultation with Department of Fisheries, GoI may revise the location/base wise deployment of the resources (manpower) and the decision of NFDB in this regard shall be final and binding on the Selected Bidder (i.e. PMC).

Note-2: The date of submission of Bid by the bidder in response to this RFP will be taken as cut-off date for computation of work experience period for the resources mentioned in the Table-B above.

- 266 Technical score will be calculated by the Consultancy Evaluation Committee constituted by the Client for each proposal against a maximum of 100 marks in accordance with the evaluation criteria indicated in the Table -2 read with Table-A&B. The proposals of Bidders who secure at least 70 marks out of 100 marks will be considered as responsive for further evaluation. Bidders who secure a technical score of less than 70 marks out of 100 marks would not be considered for further evaluation.
- 267 The final selection of the Programme Management Consultant (PMC) would be based on QCBS (Quality and Cost Based Selection) methodology.
- 268 The Consultancy Evaluation Committee will award Technical points to each bidder through a normalization process where the Bidder securing highest technical score would be given 100 points and scores of all other bidders would be normalized against this.
- 269 The financial score would be calculated through a normalization process where the bidder who has quoted that lowest Financial Quote would be given 100 points and scores of all other bidders would be normalized against this. The Bidder with lowest Financial Quote (L1) will be awarded normalized score of 100 points (amongst the participating Bidders which did not get disqualified on the basis of technical score). Financial Scores of Bidders other than L1 Bidder will be evaluated following the formula i.e. Financial Score of a Bidder (Fn) = {(Financial Quote of L1/Financial Quote of the Bidder) X 100} (Adjusted to two decimal places).
- 2610 Final selection would be based on weighted score where the weights for Normalised Technical and Financial Scores would be in the ratio of 70:30. The Bidder securing the highest weighted combined Technical and Financial score would be awarded the contract/work order.
- 2611 **Final Score**

The Normalised Technical and Financial scores secured by each Bidder will be added using weightage of 70% and 30% respectively to compute the Final Score.

The Final Score will be calculated (to two decimal points) as follows:

$$B_n = 0.70 * T_n + 0.30 * F_n$$

Where,

B_n = Final Score of Bidder

T_n = Normalized Technical score of the Bidder

F_n = Normalized Financial score of the Bidder

The Bidder securing the highest Final Score will be adjudicated as the selected Bidder for award of the contract/work order.

To illustrate: Illustration of calculation based on dummy data.

	Weights Assigned	Bidder (X)	Bidder (Y)
Technical	0.70	90	80
Financial	0.30	80	70
Final Score		87	77

Project awarded to Bidder (X) based on highest Final score.

In the event of Final Scores being “tied”, the Bidder securing the highest Normalised Technical score will be adjudicated as the selected Bidder for award of the Project.

In the event of bidders being “tied” even in the Normalised Technical score, the client shall identify the selected bidder by draw of lots, which shall be conducted, with prior notice, in the presence of Tied bidders, who may choose to attend.

2.7 Terms & Conditions

a) Right to accept any proposal and to reject any or all proposal (s)

National Fisheries Development Board (NFDB) reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals 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 NFDB’s action.

b) Notification of Award

- a) Prior to the expiration of the bid validity period, NFDB will notify the successful bidder in writing or by email, that its proposal has been accepted. In case, due to some unforeseeable circumstances, the tendering process is not completed within the bid validity period, NFDB may extend the validity period of the bid for such period with the consent of the bidder.

b) The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, NFDB will notify each unsuccessful bidder and return their EMD.

c) Resource

The Bidder is to maintain the same team during the contract period as proposed in this RFP. In the case of any change in the resources for reasons other than resignation and health and that initiated by NFDB, Bidder has to take prior permission from NFDB to change any resource. NFDB may decide to evaluate the new resources and the resource should be changed only after approval is received from NFDB in this aspect. It should be noted that the resource personnel hired through this RFP should necessarily be based at (a) National Fisheries Development Board, Hyderabad and (b) at the Department of Fisheries, Ministry, New Delhi during the contract period. NFDB in consultation with Successful Bidder will decide on the manner of deployment of personnel between the two locations and in the event of any disagreement, the decision of NFDB in this regard shall be binding on the Selected Bidder. Further, NFDB at any point of time in the interest of smooth and effective implementation of PMMSY may ask the Selected Bidder to undertake re- deployment of personnel between NFDB, Hyderabad and the Department of Fisheries, New Delhi or vice versa and the Selected Bidder shall be bound to give effect to the desired changes (i.e. re-deployment of personnel) to the satisfaction of NFDB and the same shall be done by the Selected Bidder at no additional costs or liabilities to NFDB. NFDB shall have the right to ask the Selected Bidder to change any or all of the deployed personnel if they are found wanting on requisite skills and expertise and it shall be incumbent upon the Selected Bidder to effect the desired changes at no additional costs or liabilities to NFDB. Lastly, in case, the Selected Bidder intends to re-deploy personnel due to some exigency, the same can be done only with prior permission of NFDB.

d) Performance Security

Within 15 (fifteen) days of the receipt of notification of award from NFDB, the successful Bidder shall submit Performance Security in the form of Performance Bank Guarantee as per format provided in this RFP from a Scheduled Commercial bank for 10% of the total contract value. The Performance Security i.e. Performance Bank Guarantee shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations by the Selected Bidder (PMC). The Performance Guarantee shall be renewed as and when required and kept valid for the aforesaid period of 60 (sixty) days beyond the completion of all contractual obligations. The Performance Guarantee shall contain a claim period of three months from the last date of validity.

The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project. In case the selected bidder fails to submit Performance Bank

Guarantee within the time stipulated, NFDB at its discretion may cancel the order placed on the selected bidder without giving any notice. NFDB shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or NFDB incurs any loss due to selected Bidder's negligence in carrying out the programme implementation as per the agreed terms & conditions Bid security (EMD) will be refunded to the successful bidder on receipt of Performance Security.

e) Limitation of Liability

The selected bidder's maximum aggregate liability to Client under or in connection with an Order under this RFP or any collateral contract, whether arising from negligence, breach of contract, tort, breach of statutory duty, indemnity or otherwise shall not in the aggregate exceed the charges paid to selected bidder for the Services in respect of the Order in question and in respect of this Agreement shall be limited to the total amount of the charges paid to selected bidder for Services. Nothing in this or Agreement arising out of this tender shall exclude or in any way limit either party's liability to the other for fraud or fraudulent misrepresentation (to the extent such an exclusion is not permitted death or personal injury caused by negligence or that of its employees, directors, partners, agents or subcontractors any liability to the extent that the same may not be excluded or limited as a matter of law.

f) Signing of Contract

Post submission of Performance Bank Guarantee by the successful bidder, NFDB will enter into a contract with the successful bidder incorporating necessary details of scope of work, deliverables, timeline, payment schedule, clarifications, resource deployment, financial proposal of the bidder and other clauses as necessary.

g) Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the proposed Contract Terms and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event NFDB may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, NFDB shall invoke the Performance Bank Guarantee of the most responsive bidder.

h) Force Majeure

1. Definition of Force Majeure: -In this Clause "Event of Force Majeure" means an event beyond the control of NFDB and the Selected Bidder (i.e. PMC), which prevents either Party from complying with any of its obligations under the Contract, including but not limited to:
 - i. Acts of God;
 - ii. war, hostilities (whether war be declared or not), invasion, act of foreign enemies;
 - iii. rebellion, revolution, insurrection, or military or usurped power, or civil war;
 - iv. riot, commotion, lock outs or disorder, unless solely restricted to employees of the Selected Bidder (i.e. PMC) or threats of terrorism.

2. **Consequences of Force Majeure Event**

- i. Neither NFDB nor the Selected Bidder (i.e. PMC), shall be considered in breach of the Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the date of signing of contract.
- ii. The affected Party prevented from carrying out its obligations under the contract shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the affected Party.
- iii. If and to the extent that the Selected Bidder (i.e. PMC) is prevented from executing the Services by the Event of Force Majeure, the Selected Bidder (i.e. PMC) shall be relieved of its obligations to provide the Services but shall endeavour to continue to perform its obligations under the Contract so far as reasonably practicable and in accordance with Good Operating Practices, {PROVIDED that if and to the extent that the Selected Bidder (i.e. PMC) incurs additional Cost in doing so, the Selected Bidder (i.e. PMC) shall be entitled to the amount of such Cost [COST BEING DEFINED AS HAVING NO PROFIT COMPONENT] (the Selected Bidder (i.e. PMC) having taken reasonable steps to mitigate the Cost)}.
- iv. If and to the extent that the Selected Bidder (i.e. PMC) suffers a delay in execution of the contractual services beyond the timeline fixed for each phase as a result of an Event of Force Majeure then it shall be entitled to an extension of the time for completion as may be mutually decided by both the parties.
- v. The Selected Bidder (i.e. PMC) shall be entitled to payment as per payment schedule mentioned in the Contract/Work Order after grant of extension of timeline for phase completion prescribed in (iv) above due to the period of interruption caused by the Event of Force Majeure.
- vi. The Contract Period shall be extended by a period of time equal to the period of interruption caused by an Event of Force Majeure.

i) Optional Termination, Payment and Release

Irrespective of any extension of time, if an Event of Force Majeure occurs and its effect continues for a period of 365 days, either NFDB or Selected Bidder (i.e. PMC) may give to the other a notice of termination of contract, provided that if NFDB is paying fee during Force Majeure, then Selected Bidder (i.e. PMC) will not have a termination right, which shall take effect 30 days after the giving of the notice. If, at the end of the 30-days period, the effect of the Force Majeure continues, the Contract shall terminate. After termination of contract under this Sub-Clause, Selected Bidder (i.e. PMC) shall comply with such termination provisions as may be prescribed in the contract and the NFDB shall pay the Selected Bidder (i.e. PMC) an amount calculated and certified in accordance with relevant clauses of termination of contract.

j) Litigation

Any dispute arising out of this RFP or the contract signed by the NFDB with the successful bidder or any other bidder participating in this procurement process shall be subject to the jurisdiction of the High Court of Telangana, Hyderabad.

k) Fraud and Corrupt Practices

1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, NFDB shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, NFDB shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Ministry for, inter alia, time, cost and effort of NFDB, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
2. Without prejudice to the rights of NFDB under Clause above and the rights and remedies which NFDB may have under the Letter of Intent (LOI) or the Contract, if a Bidder or Selected Bidder (i.e. PMC), as the case may be, is found by the Ministry to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Contract, such

Bidder or Selected Bidder (i.e. PMC) shall not be eligible to participate in any tender or RFP issued by the NFDB during a period of five years from the date such Bidder or Selected Bidder (i.e. PMC), as the case may be, is found by the NFDB to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the NFDB who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the NFDB, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Letter of Award (LOA) or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the Award or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of the NFDB in relation to any matter concerning the Project;
- ii. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by NFDB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of

restricting or manipulating a full and fair competition in the Selection Process.

2.8 Confidentiality of data

During the course of discharge of its duties of programme management consultancy, the PMC and its employees assigned for the project will have access to sensitive personal information of the beneficiaries under the PMMSY scheme, including their name, date of birth, Aadhaar number, mobile number, bank account number, etc. unauthorized disclosure and misuse of which may cause irreparable damage to the life and property of the beneficiaries. The Selected Bidder (i.e. PMC) shall be required to sensitize the employees about the need of maintaining absolute data secrecy and take every possible step to ensure that the beneficiary data including demographic details, either in paper form or in digitized form, are not misused, not published online, not put in public domain and not transmitted in such digital form which can be intercepted or searched through internet search engines. In other words, the Selected Bidder (i.e. PMC) shall be wholly and irrevocably responsible for maintaining absolute data secrecy in accordance with provisions of the Aadhaar Act, 2016 and the Information Technology Act, 2000 and any violation shall be dealt with strictly as per law.

2.9 Contract cancellation along with forfeiture of Performance Security

- 291 The Bidders and their respective officer(s), employee(s), agent(s), representative(s) and adviser(s) shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client will reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through its officer(s), employee(s), agent(s), representative(s) and adviser(s), engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the —Prohibited Practices) in the Selection Process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, *inter alia*, time, cost and effort of the Client, regarding the RFP, including consideration and evaluation of such Bidder's proposal.
- 292 Without prejudice to the rights of the Client under this Clause, here in above and the rights and remedies which the Client may have under the WORK ORDER or the Agreement, if an Bidder, as the case may be, is found by the Client to have directly or indirectly or through its agent(s)/representative(s), engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the WORK ORDER or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Client during a period of 5 (five) years from the date such Bidder, as the case may be, is found by the Client to have directly or through its

agent(s)/representative(s), engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

2.10 Pre-bid meeting

- 2101 Pre-Bid Meeting of the Bidders will be convened off-line in the office of NFDB, Hyderabad at the address, date and time indicated in Data Sheet of this RFP document. Bidders willing to attend the pre-bid should inform client beforehand in writing through email. A maximum of two agents/representatives of each Bidder will be allowed to participate on production of an authorization letter/board resolution from the Bidder.
- 2102 During Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the Client. The Client will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

2.11 Miscellaneous

- 2111 The Selection Process shall be governed by and construed in accordance with the laws of India and the High Court of Telangana, Hyderabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 2112 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Bidder; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

2113 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

2114 All documents and other information provided by Client or submitted by Bidder to the Client shall remain or become the property of the Client. Bidders or Selected Bidder (i.e. PMC), as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Bidder to the Client in relation to the assignment shall be the property of the Client.

2115 The Client reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

2.12 Tentative schedule for selection process

The Client will endeavour to follow the following schedule:

Date of issue of RFP	27 th August 2020
Last date for receiving queries/requests for clarification	31 st August 2020, 5.30 pm
Pre-bid meeting	1 st September 2020, 11 am
NFDB's response to queries/requests for clarification	7 th September 2020
Last Date for Submission of Bids	21 st September 2020, 2.00 pm
Opening of pre-qualification & Technical Bids	22 nd September 2020, 2:00 PM onwards in the office of NFDB, Hyderabad
Presentation by the Shortlisted Bidders	28 th September 2020, 10 am onwards in the office of NFDB, Hyderabad
Announcement of Technical Scores and Date of Opening of financial bid	5 th October 2020 11.00 AM onwards in the office of NFDB, Hyderabad.

2.13. Data Sheet

1.	Name of Bid/Proposal	Programme Management Consultancy for implementation of Pradhan Mantri Matsya Sampada Yojana (PMMSY)
2.	Invitation of Bid/Proposal	<p>The "Client" i.e. National Fisheries Development Board (NFDB) under the Ministry of Fisheries, Animal Husbandry and Dairying, Government of India considers essential to hire an experienced and reputed Consultancy Firm/Company/Institution [also called in this RFP as Programme Management Consultant (PMC)] for providing Programme Management Consultancy services for implementation of PMMSY. The PMC will bring in domain expertise, experience, effective management solutions, skill sets, latest technological developments, innovations and modern approaches and outlook for effective implementation of PMMSY and achieving the envisaged targets under PMMSY.</p> <p>Accordingly, the National Fisheries Development Board invites responses ("Proposals" or "Bids") to this Request for Proposal ("RFP") from reputed Consultancy Firms/Companies/Institutions ("Bidders") for establishing and providing Programme Management Consultancy services in the implementation of PMMSY both at National Fisheries Development Board, Hyderabad and in the Department of Fisheries, Ministry of Fisheries, Animal Husbandry and Dairying, Government of India, New Delhi.</p>
3.	Time period of contract	Initially for a period of 2 (two) years which may be extended for such further period(s) on mutually agreed terms and conditions between NFDB and the PMC. However, the cumulative period of engagement [both initial and extended period(s) combined] will not exceed beyond 31 st March, 2025.
4.	Selection Method	QCBS 70:30
5.	Earnest Money Deposit (EMD)	INR 10,00,000/- (Rs. ten lakhs only)
6.	Proposal Validity Period of Bid	90 days from proposal due date
7.	Proposal Language	English
8.	Proposal Currency	Rupees
9.	Consortium allowed	No
10.	Sub-contracting allowed	No
11.	Date of issue of RFP	

12.	Last date of receiving queries	31 st August 2020, 5.30 pm
13.	Pre-bid meeting	1 st September 2020, 5.30 pm 11 am Address Office of National Fisheries Development Board Department of Fisheries Ministry of Fisheries, Animal Husbandry and Dairying, Govt of India "Fish Building" Pillar No: 235, PVNR Expressway SVPNPA Post, Hyderabad-500052. Tel: + 91 - 040 - 24000201/177 Email: ce.nfdb-dadf@gov.in/info.nfdb@nic.in
14.	Bid/Proposal submission date and method of submission	The last date of submission of Bid/Proposal is 21 st September 2020. The Bid/proposal will be submitted online on Central Public procurement Portal (CPPP) http://eprocure.gov.in
15	Address for submission of EMD/Bank Guarantee is:	The Chief Executive National Fisheries Development Board Department of Fisheries Ministry of Fisheries, Animal Husbandry and Dairying, Govt of India "Fish Building" Pillar No: 235, PVNR Expressway SVPNPA Post, Hyderabad-500052. Tel: + 91 - 040 - 24000201/177 Email: ce.nfdb-dadf@gov.in/info.nfdb@nic.in
16	Opening of Pre-qualification and Technical Bids	22 nd September 2020, 2.00 PM onwards in the office of NFDB, Hyderabad
17	Presentation by shortlisted bidders	28 th September 2020 , 10.00 AM onwards in the office of NFDB, Hyderabad.
18	Opening of Financial Bid	5 th October, 2020 11.00 AM onwards in the office of NFDB, Hyderabad.
19	Form 4A and 4B	The Bidder to state cost in Indian Rupees only - both in figures and words.

Section 3: Pre-Qualification and Technical Proposal Standard Forms

- Form 3A: Pre –Qualification Proposal Submission Form
- Form 3B: Self-certification of Minimum Eligibility and of not being debarred
- Form 3C: Cumulative Annual Sales Turnover of Bidder
- Form 3D: Format for highlighting relevant experience
- Form 3E: Format for Power of Attorney for Authorized representative
- Form 3F: Format of Bank Guarantee for Earnest Money Deposit
- Form 3G: Technical Proposal Submission
- Form 3H: Format for CV of the professional staff proposed
- Form 3I: Approach and Methodology

***Please attach a clear scan copy of all the documents**

Section -3

Pre-Qualification and Technical Proposal Submission Forms

Form 3A: Pre-Qualification Proposal Submission Form

[Location, Date]

To

**The Chief Executive
National Fisheries Development
Board Department of Fisheries
Ministry of Fisheries, Animal Husbandry and Dairying, Govt of
India "Fish Building" Pillar No: 235, PVNR Expressway
SVPNPA Post, Hyderabad-
500052. Tel: + 91 - 040 -
24000201/177**

Email: ce.nfdb-dadf@gov.in/info.nfdb@nic.in

**Sub- Request for Proposal (RFP) datedfor Programme Management
Consultancy for implementation of Pradhan Mantri Matsya Sampada Yojana (PMMSY)**

Dear Sir/ Madam,

With reference to your RFP document [date], we, having examined all relevant documents and understood their contents, hereby submit our Pre- Qualification Proposal for selection as Programme Management Consultant (PMC) for providing Programme Management Consultancy services for implementation of Pradhan Mantri Matsya Sampada Yojana (PMMSY). The Proposal is unconditional and unqualified. We are submitting our Proposal as[name of the Bidder]. We understand you are not bound to accept any Proposal you receive. Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the PMC, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the PMC for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by client or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:
 - a. We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;
 - b. We do not have any conflict of interest in accordance with the terms of the RFP;
 - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any Government, Central or State; and
 - d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the PMC by incurring any liability to the Bidders
8. We declare that we are not associated or affiliated to any other Bidder applying for Selection as the PMC.
9. We certify that we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been barred by the Central Government or its agencies, any State/Union Territory Government or its agencies, a statutory body or any public sector undertaking or an order of a judicial/regulatory authority, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.

12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of PMC or in connection with the selection process itself in respect of the above-mentioned assignment.
13. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the contract/work order is not awarded to us or our proposal is not opened or rejected.
14. We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
15. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
16. The Technical and Financial Proposal is being submitted in a separate cover. This Pre-Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.
17. We agree and undertake to abide by all the terms and conditions of the RFP Document.

Yours sincerely,

Signature

Name and title of Authorized signatory/Authorized Representative

(Name of Firm/company/institution) Address:

Telephone:

Fax:

(Name and seal of the Bidder/ Authorized Representative)

Form 3B: Self-certification of Minimum Eligibility and of not being Debarred (blacklisted)

[Location, Date]

Here give a certificate that the Bidder is a registered firm/company/institution* and is not being currently debarred (blacklisted)** by any Central/State/Public Sector undertaking in India/statutory body/an order of a judicial/regulatory authority.

If at any time it is found that the Bidder did not have the capabilities as enumerated above, NFDB may put the Bidder in negative list without prejudice to any other civil/criminal action under the law and forfeiture of the earnest money deposit and in due course the performance guarantee in lieu of penalty.

***Kindly provide supporting documents of being registered firm/incorporation certificate**

****Kindly provide details if the firm/company/institution has been debarred (blacklisted) in the past with the relevant supporting documents.**

Form 3C: Format for Pre-Qualification Proposal (Sales Turnover in Consulting Services)

S. No.	Financial years	Sales Turnover from Indian operations in Business Consulting Services (INR)
1.	2017-18	
2.	2018-19	
3.	2019-20*	
	Cumulative Annual sales Turnover	

Certificate from the Statutory Auditor

This is to certify that [name of company/firm/institution] [registered address] has received the payments from Consultancy services shown above against the respective years.

Name of Authorized

Signatory

Designation Name

of firm

Signature of Authorized Signatory Seal of Audit firm

Note:

1. In case the Bidder does not have a statutory auditor, it may provide the certificate from any other Chartered Accountant

* The provisional financial statement for the FY 2019-20 duly self certified and signed by CA along with Form 26AS to be considered in lieu of audited statement for 2019-2020 turnover

Form 3D: Format for highlighting relevant experience

Please give details of each project on a separate sheet.

Assignment Name:	Approx. value of the Contract:
Country:	Duration of assignment (months):
Location within the Country:	
Name of Client:	Total number of staff-months:
Address of Client:	Completion Date (Month/Year)
Name of Project Manager involved and functions performed:	
Names of senior personnel and qualification details:	
Description of Actual Services Provided by Your Staff:	

***Kindly provide supporting documents such as contract/Work Order copy etc.**

***Please note that the experience will not be counted if the relevant supporting document is not attached.**

***Please provide experience of the registered firm/company/institution who is applying (do not share experience of sister companies/subsidiaries).**

*** Please attach a clear scan copy of the supporting documents**

Form 3E: Format for Power of Attorney for Authorized Representative

Specific Power of Attorney

We, **<ABC>**, a company incorporated under the <Mention Act> and having its registered office at, <address> (" Firm") ("institution") do hereby appoint, nominate and constitute **<name of representative>**, as our attorney to do any / all of the following things:

1. To sign, execute forms, undertakings, affidavits, declarations, applications, documents, papers and other related documents <> in connection with submission of Request for Proposal (RFP) titled "**<RFP title>**", dated <RFP publish date>,
2. To represent the company/firm/institution in all respects in connection with the above matter.
3. To do all/any other incidental things for carrying out the action required under point Number 1& 2 above.

We hereby agree to ratify the lawful actions in relation to the aforesaid RFP, which our attorney shall do, perform on our behalf.

This Specific Power of Attorney has been issued under the authority of <> on this day at <place>.

For **<ABC>**

I accept

< name & signature of representative>

<Name>,
<Designation>

Witness:

Name:

Address:

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Form 3F: Format of Bank Guarantee for Earnest Money Deposit

To,

The Chief Executive
National Fisheries Development Board
Department of Fisheries
Ministry of Fisheries, Animal Husbandry and Dairying,
Govt. of India,
"Fish Building" Pillar No: 235, PVNR Expressway
SVPNPA Post, Hyderabad-500052.
Tel: + 91 - 040 - 24000201/177

Email: ce.nfdb-dadf@gov.in/info.nfdb@nic.in

Whereas M/s <<Name of Bidder>>, a company incorporated under the Indian companies Act, its registered office at /("firm")/("institution") ((hereinafter called 'the Bidder') has submitted its Proposal dated.....for.....(hereinafter called "the Bid") to National Fisheries Development Board, Hyderabad

KNOW ALL MEN by these presents that WE <<Name of Bank>> of ----- having our registered office at----- (here in after called "the Bank") are bound unto the **National Fisheries Development Board, Hyderabad** (hereinafter called "the Client") in the sum of Rs. XXX/- (Rupees XXX only) for which payment well and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this day of (year).

THE CONDITIONS of this obligation are:

If the Bidder, having been notified of the acceptance of its Proposal by the Client during the period of Proposal

- Withdraws his participation from the Proposal during the period of validity of Proposal document;
- Fails to extend the validity if required and as requested or
- Fails to produce Performance Bank Guarantee in case of award of tender within 15 days of award of LOI or awarding contract whichever is earlier

We undertake to pay to the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing to the occurrence of one or any or a

combination of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to the period of bid validity and its validity should be extensible to 45 days beyond the bid validity date. Any demand in respect thereof should reach the Bank not later than the above date.

(Authorized Signatory of the Bank)

Form 3G: Technical Proposal Submission Form

[Location, Date]

To,

**The Chief Executive
National Fisheries Development
Board Department of Fisheries
Ministry of Fisheries, Animal Husbandry and Dairying, Govt of
India "Fish Building" Pillar No: 235, PVNR Expressway
SVPNPA Post, Hyderabad-
500052. Tel: + 91 - 040 -
24000201/177
Email: ce.nfdb-dadf@gov.in/info.nfdb@nic.in**

**Sub- Request for Proposal (dated) for Programme
Management Consultancy for implementation of PMMSY.**

Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the Bidder].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFP. We understand you/Client are not bound to accept any Proposal you receive.

Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Programme Management Consultant (PMC), and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the PMC for the aforesaid assignment.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without

assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:
 - a. We have examined and have no reservations to the RFP, including any Addendum issued at any stage by the Authority;
 - b. We do not have any conflict of interest in accordance with the terms of the RFP;
 - c. We have not directly or indirectly or through an agent/representative engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
 - d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the PMC, without incurring any liability to the Bidders.
8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the assignment or which relates to a grave offence that outrages the moral sense of the community.
9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been blacklisted by the Central Government or its agencies, any State/Union Territory Government or its agencies, or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.

10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of PMC or in connection with the selection process itself in respect of the above-mentioned assignment.
12. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the assignment is not awarded to us or our proposal is not opened or rejected.
13. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
14. We agree and undertake to abide by all the terms and conditions of the RFP Document.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm/company/institution:

Address:

Telephone:

Fax:

(Name and seal of the Bidder/Member in Charge)

Form 3H: Format for CV of the professional staff proposed

(Please attach separate sheets for each resource)

<Name of resource>				
<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; border-radius: 10px; padding: 5px; margin-right: 10px; text-align: center;"> <Insert Image of resource> </div> <div> <insert overview> </div> </div>				
1	Proposed Position			
2	Name of the Firm/company/institution:			
3	Name of the Personnel:			
4	Date of Birth:			
5	Nationality:			
6	Education			
	S. No.	Degree(s)	Institution	Year
7	Total No. of years of experience:			
8	Total No. of years with the firm/company/institution:			
9	Total No. of years of domain experience:			
10	Areas of expertise:			
	•			
11	Certifications and Trainings attended:			
	•			
12	Details of Involvement in Projects (only if involved in the same):			
	•			

<Name of resource>				
13	Language skills (Good, fair, poor)			
	Language	Speak	Read	Write
14	Membership in Professional Associations:			
15	Employment record (in reverse order starting from the present position and last 2 firms)			
	From (Year)	To (Year)	Employer:	Positions held:
16	16.1	Detailed Tasks Assigned on Consultant's Team of Experts		
		○		
	16.2	Relevant Work Undertaken that Best illustrates the experience as required for the Role (provide maximum of 6 citations of 10 lines each)		
		Projects#		
		1	Assignment Name:	
			Year:	
			Location:	
			Purchaser:	
	Main project features:			
	•			
Positions held:				

<Name of resource>		
		Project Value:
		Activities performed:
17	Expert's contact information	
	E-mail: Phone:	
18	<p>Certification:</p> <p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.</p>	
<div style="display: flex; justify-content: space-between; padding: 10px;"> <div style="width: 40%;">Name of Expert</div> <div style="width: 30%;">Signature</div> <div style="width: 30%;">Date</div> </div>		
<div style="display: flex; justify-content: space-between; padding: 10px;"> <div style="width: 40%;">Name of authorized Representative of the Consultant (The same who signs the Proposal)</div> <div style="width: 30%;">Signature</div> <div style="width: 30%;">Date</div> </div>		

Form 3I: Approach and Methodology, Concept, Work plan and presentation

A descriptive note in 4 to 6 pages on each of the following:

- Demonstration of Understanding of Assignment (Concept) and Department Requirements
- Approach & Methodology
- Work Plan
- Case study of handling large-scale State/Central Govt. PMU/PMA/PMC (two projects)

Section 4: Financial Proposal – Standard Forms

Form 4A: Financial Proposal Submission

Form 4B: Summary of Costs

Form 4A: Financial Proposal Submission Form

[Location]

[Date]

To

The Chief Executive
National Fisheries Development Board
Department of Fisheries
Ministry of Fisheries, Animal Husbandry and Dairying, Govt of India
"Fish Building" Pillar No: 235, PVNR Expressway
SVPNPA Post, Hyderabad-500052.
Tel: + 91 - 040 - 24000201/177
Email: ce.nfdb-dadf@gov.in/info.nfdb@nic.in

Dear Sir/madam,

Subject: Request for Proposal for Programme Management Consultancy for implementation of PMMSY.

We, the undersigned, offer to provide Programme Management Consultancy services for implementation of Pradhan Mantri Matsya Sampada Yojana (PMMSY) in accordance with your Request for Proposal [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures] (excluding GST).

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e..... [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India namely—Prevention of Corruption Act, 1988.

We understand you are not bound to accept any Proposal you receive.

Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of the Firm/Company/Institution:

Address:

Form 4B: Summary of Costs

Total Cost of Financial Proposal (Z) #	Z = X + Y (X & Y as provided in (Form 4b- i and 4b-ii))
GST*	

A	Programme Management Consultancy (PMC) to implement for initially 24 months as in Form 4b-i.	= X in Form 4b-i
B	One-time cost of MIS development as detailed out under the scope of work for PMC	= Y1 in Form 4b-ii
C	Annual Maintenance Charge (Y2):	= Y2 in Form 4b-ii
D	The yearly fund required to be released to PMC and total contract value, initially 24 months extendable up to March 2024-25 needs to be provided as per Form 4b-iii	

For Financial Evaluation, the Total Cost of Financial Proposal (Z) will be taken into consideration. This will cover costs/expenses of the Bidder for undertaking work as detailed in the Scope of Work. This financial proposal covers manpower rates for all the personnel which includes overhead charges viz. travelling, boarding, lodging, communication and out of pocket expenses at their respective stations (Hyderabad and Delhi – NCR). Further, the Total Cost of Financial Proposal shall be inclusive of all expenses and taxes, excluding GST. For avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown under Financial Proposal. The Applicant shall be paid only GST over and above the cost quoted in the Financial Proposal. The GST shall be stated clearly. All payments shall be subjected to deduction of taxes at source as per applicable Laws.

***Goods and Services Tax** (and other applicable taxes and levies) would be payable at the applicable rates as may be in force from time to time.

Given the nature of the engagement, it may also become necessary for the team members to travel outside their base locations i.e. Hyderabad and Delhi. In such event, the bidder team would be required to travel as per the requirements of the PMMSY with prior approval of NFDB or Department of Fisheries, Government of India. TA/DA will be payable to team members as per the Government policies in force as may be applicable to their level. The Total Cost (Z) does not include these expenses.

The financial proposal is without any condition.

Form 4b-i**Following are the man-month details of our Financial Proposal:**

Sr. No.	Resources (manpower)	Man-month rates
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
..		
..		
N		
	Total Man month cost = X1	
	Total Man month cost X for two years = X1*24 (excluding taxes)	X

Important

Note: Acceptance of the Bid and issuance of contract/work order does not obligate NFDB to requisition and deploy the entire team of resource(s) mentioned in Table-B of Table-2 read with Form-4b-i of Financial Bid in this RFP or the contract/work order. NFDB, in its sole discretion shall decide on the date of deployment of resource(s) (manpower) and the Man month costs will be paid to the Selected Bidder (PMC) only from the date of joining of such resource(s) (manpower). Further, at any point of time during the contract period, NFDB at

its sole discretion may advise PMC to withdraw the resource(s) [manpower] placed at the disposal of NFDB and/or the Department of Fisheries DoF, GoI and the decision of NFDB in this regard shall be binding on the Selected Bidder (PMC). In such cases, the payments to the PMC shall be restricted to the actual number of resource(s) [manpower] requisitioned by NFDB and deployed by the PMC at the NFDB, Hyderabad and at the Department of Fisheries, Government of India, New Delhi. Alternatively, NFDB, if required, may requisition a higher number of resource(s) [manpower] on and above the quantum of resources solicited in Table-B of Table-2 read with Form-4b-i of Financial Bid. In such cases, the PMC will be paid Man month rate for the additional resource(s) deployed at the rate not more than that was agreed upon in the Financial Bid (Form 4b-i) for that particular type of resource.

Form 4b-ii

Following are the one-time software development fee and annual maintenance charge of our Financial Proposal:

Sr. No.	Component	Total Cost
1.	One-time cost of MIS development as detailed out under the scope of work for PMC = Y1	Y1
2.	Annual Maintenance Charge for two years @20% per year computed on Y1 =Y2 Annual Maintenance Charge (Y2) would be payable on quarterly basis to the PMC during the duration of contract after the go- live of the MIS. Therefore, Y2 = $20\% * Y1 * 2$	Y2
3.	Total one-time software development fee and annual maintenance charge for two years	$Y = Y1 + Y2$

Form 4b-iii

Sr. No.	Year	The Financial Cost (in Rupees) inclusive of all expenses and taxes and excluding GST
1.	Year 1	Cost Year 1
2.	Year 2	Cost Year 2
		Total Cost of Financial Proposal (Z) = Cost Year 1 + Cost Year 2 inclusive of all expenses and taxes and excluding GST

Section 5: Terms of Reference

The Scope of the work for the Programme Management Consultant (PMC) firm/company/institution broadly emanates from the framework of Pradhan Mantri Matsya Sampada Yojana (PMMSY). The Framework and salient features of PMMSY are as under.

5.1. FRAMEWORK AND SALIENT FEATURES OF PRADHAN MANTRI MATSYA SAMPADA YOJANA

- a) Pradhan Mantri Matsya Sampada Yojana (PMMSY), with an estimated investment of Rs. 20050 crores comprising of (i) Central share of Rs. 9407 crores, (ii) State share of Rs 4880 crores and (iii) Beneficiaries contribution of Rs. 5763 crores will be implemented for a period of 5 years from FY 2020-21 to FY 2024-25 in all States/Union Territories.
- b) The PMMSY is an umbrella scheme with two separate Components namely (a) Central Sector Scheme (CS) and (b) Centrally Sponsored Scheme (CSS). The Centrally Sponsored Scheme (CSS) Component is further segregated into Non-beneficiary oriented and beneficiary orientated sub-components/activities.
- c) Under PMMSY, focused and sustained interventions will be made for addressing the issues of fish production, productivity and quality, fisheries infrastructure and post-harvest management, modernization and strengthening of the value chain. Emphasis will be laid on harnessing of resources in a sustainable and responsible manner, addressing the critical gaps, infusion of technology and water management aimed at '*more crop per drop*', standards and traceability in fisheries sector from '*catch to consumer*', quality and hygiene in fish and fish products, enhancement of fisheries export competitiveness, enhancing stakeholders economic returns along the value chain combined with a robust fisheries management and regulatory framework. Priority will be given for securing and promoting the interests of traditional and small-scale fishers, marginal fish farmers and fish workers along with social, physical and economic security.
- d) PMMSY will create a conducive environment for private sector participation, development of entrepreneurship, business models, promotion of ease of doing business, innovations and innovative project activities including start-ups, incubators etc. in fisheries sector. PMMSY being a fisher centric umbrella

scheme, fishers, fish farmers, fish workers and fish vendors are the key stakeholders in the developmental activities envisaged and enhancement of their socio-economic status is one the core objectives of the scheme.

- e) The PMMSY has ambitious targets which include, (i) to enhance fish production to 220 lakh metric tons by 2024-25 from 137.58 lakh metric tons in 2018-19 at an average annual growth rate of about 9%, (ii) increase aquaculture average productivity to 5 tons per hectare from the current national average of 3 tons per hectare, (iii) create critical fisheries infrastructure, reduce post-harvest losses from present 25% to about 10%, (iv) modernize and strengthen value chain, double export earnings to Rs.1,00,000 crore, (v) enhance domestic fish consumption with corresponding health benefits, attract private investments in fisheries sector and (vi) generate about 55 lakhs direct and indirect employment opportunities in fisheries sector over a period of next five years.
- f) While implementing PMMSY, to the extent possible, 'cluster or area-based approaches' will be adopted to enhance competitiveness of fisheries sector, facilitate economies of scale, generate higher incomes, accelerate growth and expansion of the sector in an organized manner, amplify outcomes, etc. Potential growth clusters/areas for development of fisheries and aquaculture will be identified and will be developed as an integrated cluster with requisite interventions/activities, forward and backward linkages and with facilities for quality brood, seed and feed, critical infrastructure, processing and marketing networks, etc. Thrust will be on water management and spatial planning supported by regulatory framework.
- g) In order to consolidate outcomes and save public resources, PMMSY envisages suitable linkages and convergence with various Central government schemes wherever feasible. Some of the identified central schemes for linkages and convergence frameworks envisaged under PMMSY with the schemes/sub-schemes being undertaken by Ministries/Departments include
(a) *Sagarmala Programme* of the Ministry of Shipping for fishing harbours/fish landing centers and any other admissible activities (b) Pradhan Mantri Kisan Sampada Yojana of Ministry of Food Processing Industries for post-harvest and cold chain facilities etc. (c) Mahatma Gandhi National Rural Employment Guarantee Scheme (MGNREGS) for ponds construction and water bodies development etc. (d) Rastriya Krishi Vikas Yojana and other schemes of Ministry of Agriculture and Farmers Welfare for pond construction and other admissible activities (e) National Rural Livelihoods Mission for admissible activities and marketing (f) Schemes of Department of Commerce for modernization/construction of fishing harbours and other admissible

activities, promotion and doubling of fisheries exports, certification, traceability, branding, etc. in association with MPEDA (g) Kisan Credit Card (KCC) of Ministry of Agriculture and Farmers Welfare to meet the working capital requirement of fishers and fish farmers for production and productivity related activities (h) Promotion of Fish Farmers Producer Organizations/Companies (FFPOs/Cs) through PMMSY and Department of Agriculture, Cooperation and Farmers Welfare, Ministry of Agriculture and Farmers Welfare wherever possible, to economically empower the fishers and fish farmers and enhance their bargaining power, etc.

- h) PMMSY envisages that activities/projects under Centrally Sponsored Scheme (CSS) component of PMMSY involving States/UTs, may be taken up in a convergence mode with other Central Government Ministries/Departments wherever feasible and agreed to for the same by the concerned Central Ministries/Departments. Wherever possible, in such activities/projects, the central financial liability may be shared between the DoF and the Central Government Ministries/Departments on mutually agreed pattern and terms and conditions. Similarly, the activities/projects under the Central Sector Scheme Component of PMMSY may also be taken up in a convergence mode with Central Government Ministries/Departments including States/UTs wherever feasible and agreed to for the same by the concerned Central Ministries/Departments/State/UT Governments. Wherever possible, the project/activity cost may be shared between DoF and the aforesaid entities on mutually agreed cost sharing pattern and terms and conditions.
- i) PMMSY would be implemented through strong institutional arrangements right from Centre to District and sub-district level. At Central Government level, a Central Apex Committee (CAC) under the Chairpersonship of Secretary, Department of Fisheries, Government of India (GoI) with members drawn from relevant line Ministries/Departments/organizations of GoI including DoF will be created by DoF which will steer the overall implementation of the PMMSY including its monitoring and review. A Project Appraisal Committee (PAC) comprising of domain experts and headed by the Chief Executive, National Fisheries Development Board (NFDB) will appraise and recommend the projects/proposals under the component of Centrally Sponsored Scheme sent by States and UTs for approval of the Department of Fisheries. A Project Monitoring Unit (PMU) will be set up within NFDB for monitoring the projects/activities of PMMSY on regular basis. The Department of Fisheries, GoI will also monitor and evaluate the implementation of the PMMSY periodically through a Project Monitoring and Evaluation Unit (PMEU) headed by Joint Secretary in the Department.

- j) At the District level, the District Level Committee (DLC) headed by District Collector/Deputy Commissioner of the district and assisted by the District Fisheries establishment will prepare and approve Annual District Fisheries Plan. The DLC will also be responsible for smooth implementation, supervision and monitoring of PMMSY at district level. The District Fisheries Plans will be consolidated at State level into State Annual Fisheries Plan which will be approved by the State Level Approval and Monitoring Committee (SLAMC) headed by the senior most Secretary in-charge of Department of Fisheries of States (similar Committee will be constituted in UTs). The SLAMC will also be responsible for smooth implementation, supervision and monitoring of PMMSY at State/UT level.
- k) Wherever considered essential, a District Program Unit (DPU) would be created with necessary support structure for assisting the district fisheries establishment and the DLC in implementation of PMMSY. Besides, wherever required, for assisting the DPU, necessary institutional arrangements at sub- district level would be created. The District's fisheries potential, fishers' population, backwardness etc. would be some of the criteria for identification of districts for establishing such institutional arrangements. At the State/UT level a State Program Unit (SPU) would be created with necessary support structure for assisting the State/UT fisheries establishment and the SLAMC in implementation of PMMSY.
- l) The DoF will approve the activities/projects under Central Sector Scheme Component of PMMSY on the recommendations of the CAC, and release funds to the implementing agencies. Provided, the activities/projects would be apprised through PAC of NFDB or such other entities as may be decided by DoF before placing in CAC.
- m) The CAC would also be assisted by such committees/bodies as may be constituted by the Department of Fisheries for smooth execution of its roles and responsibilities.
- n) The States/UTs may provide additional financial assistance from their own resources over and above the governmental assistance provided under PMMSY for implementation of the intended sub- components/activities/projects, if they decide to do so for enhancing the viability, felt need, local requirements/priorities and speedy implementation.
- o) In order to consolidate the efforts and ensure suitable linkages and convergence with other schemes, each state/UT may formulate their

respective State/UT Fisheries Vision documents and Annual Plans in sync with PMMSY.

- p) The states/UTs while proposing beneficiary-oriented projects/proposals under PMMSY will also facilitate fostering of suitable linkages with banks/financial institutions including National Cooperative Development Corporation (NCDC) and NABARD for mobilization of institutional finance wherever the beneficiaries desire to avail institutional finance.
- q) A comprehensive PMMSY portal along with necessary Information Communication Technology (ICT) based Management Information System (MIS) will be put in place for regular monitoring of the physical and financial progress, deliverables, etc. under the scheme.
- r) Various individual sub-components/activities of PMMSY may be integrated and packaged with end to end solutions wherever feasible for maximizing the output and outcomes and may be implemented as entrepreneur/business models for encouragement of entrepreneurship and innovations, and development of fisheries entrepreneurs including 'aquapreneurs'.
- s) A separate fisheries development action plan will be prepared covering fisheries related interventions and activities that would directly benefit the large number of Scheduled Caste (SC) households and encourage SC population in taking up fisheries activities under the PMMSY. The plan so prepared under PMMSY would be implemented in convergence with the appropriate schemes of the Ministry of Social Justice & Empowerment, GoI. Focus would be given to the districts identified/covered under the Development Action Plan for Scheduled Castes (DAPSC).
- t) Feasibility of contract farming and buy back arrangements would be explored wherever appropriate and feasible, with a view to reduce the risk of price fluctuation, stabilize fish farmers' incomes and to ensure assured market for the producer as well as better quality products for the fish marketing firms and consumers.
- u) In the implementation of PMMSY, private sector participation wherever appropriate and feasible would be encouraged and involved including in the operation and management (O&M) of assets created under PMMSY in order to leverage resources, expertise and efficiencies of private sector.

- v) The DoF would commission a study by the second year of implementation of PMMSY in consultation with NITI Aayog to identify large fisheries infrastructure activities that can be developed and managed on Public Private Partnership (PPP) mode. Based on the findings of the study, the DoF may decide on the development of large infrastructure like fishing harbours in PPP mode.
- w) The aforesaid study would *inter-alia* examine the need for providing Viability Gap Funding (VGF) for fisheries infrastructure projects to be taken up on PPP mode, the maximum quantum of VGF that may be required to be provided for such projects under PMMSY, the additional quantum of VGF that may be permitted from other sources (i.e. from State/UT/Center) over and above the VGF to be provided under PMMSY including the modalities of implementation and related matters in line with the VGF Scheme of Department of Economic Affairs, Ministry of Finance. Based on the recommendations of the study, the DoF, if considered necessary, may provide VGF from PMMSY for the fisheries infrastructure PPP projects and fix the quantum of VGF and modalities of implementation.
- x) The option of implementation of the projects/activities under PMMSY wherever feasible and considered necessary through creation of Special Purpose Vehicles (SPVs), Societies, Companies etc. will be explored.
- y) As announced in the Union Budget 2020, Fish Farmers Producer Organizations/Companies (FFPOs/Cs) would be set up to economically empower the fishers and fish farmers and enhance their bargaining power. FFPOs/Cs will be set up with funding under PMMSY and the Department of Agriculture, Cooperation and Farmers Welfare, Ministry of Agriculture and Farmers Welfare wherever possible.
- z) Pradhan Mantri Matsya Sampada Yojana aims at technology infusion along the value chain for enhancing fish production and productivity, quality and hygiene and modernization and strengthening the supply and value chain. Steps under PMMSY will be taken to induct and promote adoption of technologies in production and post-harvest management including High- density aquaculture in ponds, Re-circulatory Aquaculture System (RAS), Bio- floc, aquaponics, cage culture, nano-feed, live feed technology, Block chain, value addition, quality preservations and marketing etc. Further technology transfer from research labs to fishers and fish farmers will be encouraged and promoted. A plan will be devised in consultation with the fisheries research institutes, ICAR and fisheries university and domain experts to induce the

required technology to promote modern methods of fish cultivation and fishing through application of modern scientific methods. Further, wherever required and feasible, linkages with the national and international universities and research institutes of repute will be made to obtain the latest technologies in fisheries including skill development/capacity building to adopt such technologies.

5.2 Detailed Scope of Work

1. The Programme Management Consultant (PMC) firm/company/institution should have pan India presence with extensive experience in programme/project development, management, implementation, monitoring, evaluation and advisory. It is required to bring in domain expertise, experience, effective management solutions, skill sets, latest technological developments, innovations and modern approaches and outlook for effective implementation of PMMSY and achieving the envisaged targets under PMMSY.
2. PMC will be responsible for continuous engagement with the National Fisheries Development Board, Hyderabad, and the Department of Fisheries, Government of India, New Delhi including the Committees constituted under the PMMSY both in NFDB and the Department of Fisheries, Government of India.
3. PMC should deploy Program Management Consultancy Teams both at NFDB, Hyderabad and at Department of Fisheries (DoF), Government of India, New Delhi with qualified manpower as per the details of resources (manpower) mentioned in this RFP and in accordance with the terms and conditions of this RFP.
4. PMC will assist NFDB in scrutiny of Detailed Project Reports (DPRs) and/or Self-Contained Proposals (SCPs) received under Centrally Sponsored Scheme from States/UTs from technical, economic and financial point of view and ensure compliance with approved Operational Guidelines, unit costs, cost norms and any other terms and conditions of PMMSY. For the purpose, PMC would develop appraisal formats and templates. PMC would make comprehensive appraisal notes of the projects/proposals scrutinised and recommend viable projects/proposals for approval of Project Appraisal Committee (PAC) of NFDB. PMC will also assist PAC of NFDB and Project Monitoring and Evaluation Unit (PMEU) headed by Joint Secretary, DoF in appraisal of the projects/proposals under Central Sector Scheme Component of the PMMSY and make necessary recommendations.

5. PMC will assist DoF in preparation of National Annual Fisheries Action Plan based on the State/UT Action Plans including budgetary projections for PMMSY.
6. PMC will set up a performance management framework including data management to provide for effective monitoring of the Scheme throughout the contract period including designing of monitoring and reviewing templates.
7. PMC will also develop a suitable communication strategy and action plan for PMMSY in print, electronic and social media. It will undertake design and development of various campaigns for NFDB and DoF including content creation for hosting on social media platforms of DoF & NFDB like Twitter, Facebook, websites, mobile app etc. PMC will identify themes or campaigns required for the expanding the outreach of PMMSY. This will include discussions with officials of NFDB, DoF to identify new content required. PMC will also undertake design and development of contents for advertisement and publicity of PMMSY and its activities both in print and electronic media.
8. PMC will develop plans, concepts and strategies for organizing various events such as seminars, workshops, meets, conferences (national and international), including assisting NFDB & DoF in conduct of National and International Day/events concerning fisheries sector.
9. PMMSY being an umbrella scheme with an array of diverse activities many of them are interlinked and some are standalone. Since the Scheme is in its inception, there will be need for detailing and continuous updating of Operational Guidelines of PMMSY based on sectoral needs and feedback as well as developments in the Fisheries sector for achieving the desired outputs and outcomes. The PMC will continuously engage with NFDB and DoF, GoI in developing, detailing, revisiting and refining the implementation strategy of PMMSY and the Operational Guidelines of PMMSY.
10. PMC will be required to undertake essential field visits/studies and engage with the State Governments/UT Administrations and other end implementing agencies/stakeholders towards furtherance of aims and objectives of PMMSY.
11. PMC will provide periodic review reports on all activities undertaken under

PMMSY including critical analyses of activities undertaken, recommendations for improvements, course corrections and overall performance; provide support for routine reporting of information required by NFDB and DoF including preparation of notes, papers, reports and power point presentations on a regular basis; preparation of concept notes for new features, functionalities or themes as per the requirement of the NFDB and DoF and prepare a plan of action for the execution of various improvements suggested over the duration of the assignment.

12. PMC will develop Model Plan and estimates for all fisheries-based activities envisaged under the PMMSY including Integrated Aqua Parks, Start-ups and Fisheries Incubation Centers, Modern fishing harbours and landing centres, state of the art modern wholesale fish markets, integrated coastal villages, *Sagar Mitra*, Matsya Seva Kendras, Technologically advanced fishing vessels, Fish farmers Producer Organizations/companies, traceability and certification etc.
13. PMC will prepare a blue print for implementation of PMMSY on 'cluster or area-based approaches.
14. PMC will develop a national brood and seed Plan and road map for self-reliance.
15. PMC will prepare Good Aquaculture Practices (GAPs) and Best Management Practices (BMPs) for aquaculture farms, hatcheries etc. including assistance in implementation of antibiotic residues management information systems for monitoring quality of shrimp exports & exporters.
16. PMC will develop plans for fostering suitable convergence of the PMMSY with

other Central/State-run schemes by identifying suitable projects for convergence and leveraging additional investments so as to amplify outcomes.

17. PMC will create plans for procurement of various goods and services as per the requirement of the NFDB and DoF including refinement of overall procurement processes. It will assist in preparation of detailed Request for Proposal (RFP), Expression of interest (EOIs), Request for Empanelment (RFE) documents for the selection or empanelment of agency. PMC will assist in identification and evaluation of potential vendors for any work as per the requirements of the NFDB and DoF.
18. PMC will facilitate in organizing initial discussions with various vendors and service providers, respond to various queries from vendors and service providers at various stages of any procurement processes, develop various evaluation templates for assessing responses of different vendor and service providers, support NFDB and DoF in Bid performance management which includes assistance in the Pre-Bid Process, Bid opening, Bid Evaluation Process and contract signing.
19. PMC will compile physical and financial targets and achievements of PMMSY in coordination with State/UTs and submit analysed reports in this regard on a quarterly basis to NFDB and DoF. PMC will analyze constraints in the implementation of PMMSY and suggest suitable alternate strategies including *inter se* distribution of physical and financial resources. The PMC will also assist the NFDB and Department of fisheries in monitoring, supervision and performance evaluation of State/UT Programme Units, District Programme Units, etc. under PMMSY.
20. PMC will support innovations and improvements by facilitating NFDB and DoF in designing and implementing fisheries innovations for achieving the objectives of PMMSY.
21. Management Information System (MIS): The PMC will be required to develop a robust web-based MIS system which shall include PMMSY portal and dashboard including mobile compatible versions for comprehensive assessment and monitoring of implementation of PMMSY including its progress in all aspects – physical, financial, etc. at Center, States/UTs, and District level. Towards this, PMC will work with the NFDB, DoF and stakeholders in creating KPIs and will undertake design, development, implementation, management and maintenance of real time online dashboard in DoF.

The IT infrastructure (Server, connectivity etc.) required for hosting the MIS system shall be procured/ supplied by NFDB. There is no preferred tech stack, but it should be scalable and compatible to multiple platforms. Visualizations should be rich in UI and highly configurable. The PMC will be required to provide services for management and maintenance support.

Development of MIS system includes development of requisite software for MIS including any additional/other functionalities with respect to software development.

The scope of the assignment also includes

- a) To develop a web-based MIS and monitoring system in consultation with the NFDB and DoF and users (stakeholders involved)
- b) Designing parameters & modules for assessing performance & monitoring of the interventions under PMMSY.
- c) Periodic generation of MIS reports for projects undertaken under PMMSY.
- d) Organising training workshop for stakeholders involved along with NFDB and DoF
- e) Maintenance and support services (including Maintenance of Application Software)
- f) Coordination of the MIS activities of different stakeholders and resolution of their concerns/issues, if any, from to time.
- g) Functional support services and changes subject to mutually agreed change management and change request process.
- h) Deploy resources as specified in the PFP for management, monitoring and MIS support.
- i) Design interactive session/modules for increasing the usage and participation of the users
- j) Any other related matter

22. For achieving the envisaged output and outcomes under the PMMSY, the PMC will undertake a detailed analysis of fisheries value chain, identify critical gaps and develop strategies and road-map for gap filling, enhancing production and productivity, infrastructure and post-harvest management, modernizing and strengthening of value chain along with fisheries management and regulatory framework.

23. Design, develop and operationalize income generation models for NFDB from both the activities as well as spinoffs of the PMMSY Scheme so as to ensure that NFDB would have a sustained income flow.
24. PMC will develop strategy and action plan for boosting domestic fish consumption and marketability, implement and monitor the action plans. PMC will analyze the market potential of fisheries especially in urban/metropolitan areas of India and develop innovative strategies for rapid growth and expansion of marketing of fish and fisheries products.
25. Within the ambit of PMMSY, PMC will design and develop entrepreneur models wherever required by suitably grouping/packaging the individual activities under PMMSY and assist in their roll out.
26. PMC will develop a detailed strategy and road map for attracting private investments in fisheries sector on ppp mode. This also include conduct of a study to assess the feasibility of development and management of large infrastructure facilities like fishing harbours.
27. PMC will be responsible for developing strategy to promotion and mentoring of start-ups in Fisheries and Aquaculture. PMC will assist DoF and NFDB in designing and organizing the Start-up challenge(s) programmes from time to time.
28. Under PMMSY, Ornamental fisheries and Seaweed cultivation are identified as major drivers of large-scale employment generation especially for women. PMC will assist in designing suitable employment generation models, innovative methods and marketing strategies for rapid proliferation of these two activities in a mission mode with clear road map, targets, time line and monitorable outcomes.
29. PMC will critically examine and assess the training and capacity building needs of stakeholders in the fisheries sector and design suitable training modules including training manuals, monitoring and evaluation templates and facilitate in proper implementation.
30. PMC will prepare a road map for strengthening the Fisheries Institutions under the Department of Fisheries, GoI i.e. Fishery Survey of India (FSI), Central Institute of Coastal Engineering for Fishery (CICEF), Central Institute of Fisheries Nautical & Engineering Training (CIFNET) and National Institute of Fisheries

Post Harvest Technology and Training (NIFPHATT), including identification of their infrastructural needs for supporting under PMMSY. The PMC will develop strategies to leverage the expertise of these institutions for partnering them in implementation of PMMSY. PMC will develop a Blue print for making FSI a world class institution and a Center for Excellence.

31. PMC will assist Department of Fisheries, GoI in developing strategies and methods for strengthening the fisheries survey, data collection and database.
32. PMC will undertake a root cause analysis of post-harvest losses and wastage in fisheries sector, make an assessment of the losses, and develop suitable solutions and action plans for decreasing the post-harvest losses by leveraging the resources under PMMSY.
33. Develop strategy and action plans for promotion and branding of fish including development of alternate fish marketing mechanisms such as e- markets and e-trading.
34. PMC will facilitate implementation of single window mechanism for monitoring & tracking of certification of brood-stock, hatcheries, feed and processing industry.
35. PMC will undertake benchmarking and evaluation of high- tech interventions for high-density aquaculture in ponds, Re-circulatory Aquaculture System (RAS); new technology induction such as Biofloc, aquaponics, cage culture etc.
36. PMC will facilitate formation and operationalization of Fish Farmers Producer Organizations/companies (FFPO/Cs) including development of suitable models for economic empowerment of fishers and fish farmers
37. PMC will develop a comprehensive fisheries export strategy.
38. PMC will prepare plans and strategies for enhancing incomes of various stockholders especially fishers, fish farmers, fish workers, vendors and women.
39. PMC will develop a plan for promotion of contract farming and buy back arrangements
40. Perform any other tasks related to PMMSY as entrusted by the NFDB or

Department of Fisheries, Ministry of Fisheries, Animal Husbandry and Dairying DoF from time to time.

5.3 Team

- 531 The team should represent a good capability mix, including experience in managing large transformational programs/acting as PMC to governments, understanding of various facets of Fisheries Science and Aquaculture including post-harvest and value chain management, fisheries infrastructure and marketing, knowledge of robust fisheries management and regulatory framework both from domestic and international perspective, having knowledge of various emerging new fish farming techniques (RAS, Bio-floc, composite fish farming, integrated fish farming etc.), entrepreneurship and business solutions, mentoring of startups, deep understanding of emerging challenges in aquatic disease management, having knowledge and experience to manage large MIS/reporting systems, liaising with multiple stakeholders at various levels, etc.
- 532 The Team will consist of Team Leader/Project Director, Project Manager, MIS experts, Project appraisal expert, Communication expert, Infrastructure expert, Marketing expert, Quality, Certification, Traceability and Standards Expert, Social Development Expert and Procurement and Legal Expert as mentioned in this RFP document. The Team will also consist of supporting team members responsible for assisting the NFDB, Department of Fisheries, Government of India and other stakeholders as mentioned in this RFP document in implementation of PMMSY.
- 533 The Team will be divided into two groups and one each will be deployed at NFDB, Hyderabad and Department of Fisheries, Government of India, New Delhi. The scale and composition of deployment in each location/base would be decided by NFDB in consultation with Department of Fisheries, Government of India.
- 534 Acceptance of the Bid and issuance of contract/work order does not obligate NFDB to requisition and deploy the entire team of resource(s) mentioned in Table-B of Table-2 read with Form-4b-i of Financial Bid in this RFP or the contract/work order. NFDB, in its sole discretion shall decide on the date of deployment of resource(s) (manpower) and the Man month costs will be paid to the Selected Bidder (PMC) only from the date of joining of such resource(s) (manpower).

Further, at any point of time during the contract period, NFDB at its sole discretion may advise PMC to withdraw the resource(s) [manpower] placed at the disposal of NFDB and/or the Department of Fisheries DoF, GoI and the decision of NFDB in this regard shall be binding on the Selected Bidder (PMC). In such cases, the payments to the PMC shall be restricted to the actual number of resource(s) [manpower] requisitioned by NFDB and deployed by the PMC at the NFDB, Hyderabad and at the Department of Fisheries, Government of India, New Delhi. Alternatively, NFDB, if required, may requisition a higher number of resource(s) [manpower] over and above the quantum of resources solicited in Table-B of Table-2 read with Form-4b-i of Financial Bid. In such cases, the PMC will be paid Man month rate for the additional resource(s) deployed at the rate not more than that was agreed upon in the Financial Bid (Form 4b-i) for that particular type of resource.

535 Substitution of Key Resources: PMC shall not replace or substitute the key resources without prior permission of NFDB. In case a key resource has to be replaced or substituted, the Man month cost (remuneration) will not be more than that was agreed upon in the Financial bid (Form 4b-i) for the person being replaced. The PMC should bear all costs arising out of or incidental to the replacement (such as airfares for the substitute expert).

4. Duration of engagement

The initial duration of engagement of PMC would be 2 (two) years which may be extended for such further period(s) on mutually agreed terms and conditions between NFDB and the PMC. However, the cumulative period of engagement [both initial and extended period(s) combined] will not exceed beyond 31st March, 2025.

Section 6: Standard Form of Work Order

STANDARD FORM OF WORK ORDER FOR PROGRAMME
MANAGEMENT CONSULTANCY FOR IMPLEMENTATION OF
PRADHAN MANTRI MATSYASAMPADA YOJANA

Between

[Name of client]

[Name of PMC]

[Date]

Form of Work Order

Work Order to undertake [name of assignment]

The Chief Executive, National Fisheries Development Board, Department of Fisheries, Ministry of Fisheries, Animal Husbandry and Dairying, Govt of India "Fish Building" Pillar No: 235, PVNR Expressway SVPNPA Post, Hyderabad-500052 hereinafter referred to as the — Client which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns has:

- a) requested the Programme Management Consultant (PMC) to provide Programme Management Consultancy as defined in the Work Order (hereinafter called the — Services); and
- b) the PMC, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this assignment.

NOW THEREFORE the Client hereto hereby agrees as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Work Order:

Appendix A: Terms of reference containing, *inter-alia*, the Description of the Services and reporting requirements

Appendix B: Cost Estimate

Appendix C: Copy of Performance Bank Guarantee for Performance Security [in the format given in Annexure A]

2. The mutual rights and obligations of the Client and the PMC shall be as set forth in the Work Order; in particular:

- a) The PMC shall carry out the Services in accordance with the provisions of the Work Order; and
- b) Client will make payments to the PMC in accordance with the provisions of the Work Order.

3. Issuance of Work Order, Commencement, completion, modification and Termination of Work Order

- 31 **Issuance of Work Order:** On selection of the Bidder as PMC, an acceptance Letter will be issued to the selected Bidder. The Selected Bidder shall submit Performance Bank Guarantee (PBG) within 15 days from the date of issue of receipt of the Letter but before signing of agreement. Thereafter, a detailed Work Order will be issued to the Selected Bidder. The bid security (EMD) of all unsuccessful bidders will be released soon after acceptance of successful bid.

Period of Contract: The Work order will be issued initially for a period of 2 (two) years which may be extended for such further period(s) on mutually agreed terms and conditions between NFDB and the PMC. However, the cumulative period of engagement [both initial and extended period(s) combined] will not exceed beyond 31st March, 2025.

- 32 **Effectiveness of Work Order:** The Work Order shall be effective from the date of receipt of the same by the PMC.
- 33 **Commencement of Services:** The PMC shall commence the Services from the date notified by the Client.
- 34 **Expiration of Work Order:** Unless terminated earlier pursuant to relevant clauses in this Work Order hereof, this Work Order shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.
- 35 **Modification:** Modification of the terms and conditions of this Work Order, including any modification of the scope of the Services or of the Work Order Price, may only be made by written agreement between the Parties.
- 36 **Force Majeure:** Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, and (ii) any event which a diligent

Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

No Breach of Work Order: The failure of a party to fulfil any of its obligations under the Work Order shall not be a breach of, or default under this Work Order insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- a. has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Work Order, and
- b. has informed the other party as soon as possible about the occurrence of such an event.
- c. the dates of commencement and estimated cessation of such event of Force Majeure; and
- d. the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Work Order.

Neither Party shall be able to suspend nor excuse the non- performance of its obligations hereunder unless such Party has given the notice specified above.

Extension of Time: Any period within which a Party shall, pursuant to this Work Order, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action because of Force Majeure.

Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the PMC shall be entitled to continue to be paid under the terms of this Work Order, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

3.7 **Termination**

371 **Any side** (Client or PMC) should be able to give notice of 30 (thirty) days for the termination of the contract/work order. If the PMC decides to terminate the contract/work order, then the client will forfeit the Performance Bank Guarantee.

372 **By the client:** The Client may terminate this Work Order, under written notice of termination to the PMC, to be given after the occurrence of any of the events specified in this clause:

- a. if the PMC do not remedy a failure in the performance of their obligations under the Work Order, within a period of seven (7) days, after being notified or within such further period as the Client may have subsequently approved in writing;
- b. within fifteen (15) days, if the PMC become insolvent or bankrupt;
- c. if, as the result of Force Majeure, the PMC are unable to perform a material portion of the Services for a period of not less than fifteen (15) days;
- d. within fifteen (15) days, if the PMC fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- e. within seven (7) days, if the PMC submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the PMC places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;
- f. within seven (7) days, if the PMC, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Work Order;
- g. if the Client, in its sole discretion and for any reason whatsoever, within a period of fifteen (15) days, decides to terminate this Work Order.

373 **Payment upon termination:** Upon termination of this Work Order, the Client will make the following payments to the Consultants:

- a. Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
- b. If the Work Order is terminated pursuant to Clause 3.7.2 a), b), d), e) or f), the PMC shall not be entitled to receive any agreed payments upon termination of the Work Order. However, the Client may consider making payment for the part satisfactorily performed on the basis of the quantum meruit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Work Order. The PMC will be required to pay any such liquidated damages to Client within 30 days of termination date.

3.7.4. Disputes about Events of Termination/Work completed/pending payments: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be New Delhi, India and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

3.8. Intellectual Property

3.8.1. National Fisheries Development Board, Hyderabad to own intellectual property created: All rights to any intellectual property conceived or produced by the Programme Management Consultant for the Client in the course of performing the Programme Management Consultancy Services and all information (including information that is in electronic form), working papers, reports or other papers collected or produced by the Programme Management Consultant for the purpose of providing the Programme Management Consultancy Services are the property of the Client from the

date that property is created or developed and the Programme Management Consultant waives in favour of the Client any moral rights that the Programme Management Consultant may have.

3.8.2. **Existing intellectual property:** Despite anything to the contrary contained in this Agreement, it is understood and agreed that the Programme Management Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by the Programme Management Consultant prior to, or acquired by the Programme Management Consultant during, the performance of this Agreement and the Programme Management Consultant will not be restricted in any way with respect to the same.

3.8.3. **On termination or completion:** Not more than five (5) Business Days following the date of termination of this Agreement (for whatever reason) or completion of the Programme Management Consultancy Services, the Programme Management Consultant will deliver to the Client all information (including information that is in electronic form), Confidential Information, intellectual property, working papers, reports or other papers that are the property of the Client.

3.9. Obligations of the Programme Management Consultant (PMC)

3.9.1. **General:** The PMC shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The PMC shall always act, in respect of any matter relating to this Work Order or to the Services, as faithful advisers to the Client, and shall always support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.9.2. **Conflict of interest:** Prohibition of Conflicting Activities: Neither the PMC nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Work Order, any business or professional activities which would conflict with the activities assigned to them under this Work Order; and
- b. after the termination of this Contract, such other activities as may be specified in the Work Order.

3.9.3. **Confidentiality:** The PMC, their Sub-consultants, and the Personnel of either of them shall not, either during the term or after the expiration of this Work Order, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.9.4. **Documents prepared by the PMC to be the Property of the Client:** All designs, reports, other documents and software submitted by the PMC pursuant to this Work Order shall become and remain the property of the Client, and the PMC shall, not later than upon termination or expiration of this Work Order, deliver all such documents and software to the Client, together with a detailed inventory thereof. The PMC may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the Work Order.

3.9.5. **Liability of the PMC:** Subject to additional provisions, if any, in this Work Order the PMC's liability under this Work Order shall be as provided by the Applicable Law.

3.9.6. **Professional Liability Insurance:** The will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by PMC's negligence, breach in the performance of its duties under this Work Order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding one time the total payments for Professional Fees made or expected to be made to the PMC hereunder or (ii) the proceeds, the PMC may be entitled to receive from any insurance maintained by the PMC to cover such a liability, whichever is higher.

3.10. Obligations of the client

3.10.1. Assistance and Exemptions: The Client will use its best efforts to ensure that the Government will provide the PMC with work permits and such other documents as necessary to enable the PMC to perform the Services:

3.10.2. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

3.11 Payments to the Programme Management Consultant (PMC)

3.11.1 No advance payment will be made by the NFDB.

3.11.2 The PMC will submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of every quarter, for necessary settlement. Payment would be made on equal instalments on quarterly basis subject to satisfactory completion of work in the quarter. The invoices should be submitted along with complete details of the work undertaken during the quarter, supporting documents and bills (if required) as well as copies of the work/material produced during the quarter, for which the bills are submitted. A reconciliation sheet pertaining to the bills will be submitted every quarter.

3.11.3 The final payment shall be released only after successful completion of the required work detailed in the RFP Document.

3.11.4 **GST shall be paid as applicable.**

3.11.5 For facilitating Electronic transfer for funds, the selected Bidder will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected Bidder.

3.11.6 **Currency:** The price is payable in local currency i.e. Indian Rupees.

3.11.7 Payment for Additional Services: Remuneration for additional services, if any, shall be on mutually agreed rates and terms under relevant clauses of this contract.

3.11.8 **Price Revision:** In order to adjust the remuneration and reimbursable expenses for local inflation, the consultant will be entitled to a price revision from the second year as per the price adjustment formula given below. The adjustment will be made from 1st month of each subsequent year from the date of the Contract.

Quoted Rate = Monthly Fee Rate given in the Consultant's Financial Proposal, which will be applicable for the first 12 months of the contract. For subsequent years, Quoted Rate will be indexed to India's Wholesale Price Index (WPI) and such increased rate shall be deemed to be the Base Rate for subsequent years, as under.

Formula for calculation of Rates for subsequent years:

Applicable rate for Year n = Base Rate(n-1) x (WPI(n)/WPI(n-1))

WPI of the week ending on or subsequent to 1st April of the subsequent year will be considered.

WPI n is Wholesale Price Index for accounting year n

WPI n-1 is Wholesale Price Index for previous accounting year

3.12. Settlement of disputes

3.12.1. **Amicable Settlement:** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Work order or its interpretation.

3.12.2. **Disputes Settlement:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be New Delhi, India and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

3.13. Responsibility for accuracy of project documents

3.13.1. **General:** The PMC shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. The PMC shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project.

3.14. Liquidated damages

3.14.1. If the selected PMC fails to complete the Assignment, within the period specified under the Work Order, the Performance Bank Guarantee is liable to be forfeited in full or part in case of underperformance and undue delays in performance by the PMC, besides other action, including blacklisting of the PMC as may be deemed fit by the Client. In case of part forfeiture of Performance Bank Guarantee and if the PMC proceeds to complete the assignment, the Performance Bank Guarantee will need to be buffered and

restored to the original value. Liquidated damages @ 1% per month to be computed on day basis subject to a maximum of 10% of value of agreement may be levied due to delay in commencement, progress and completion of assigned works. The recovery can be effected either from this work or any other works of Gol in which the amount is due to the PMC.

4. Miscellaneous

4.1. Assignment and Charges

4.1.1. The Work Order shall not be assigned by the PMC and that sub-letting is prohibited save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.

4.1.2. The Client is entitled to assign any rights, interests and obligations under this Work Order to third parties on same rate to maximize output.

4.1.3. **Indemnity:** The PMC agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the PMC of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the PMC including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Work Order (collectively — Indemnified matter). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the PMC of the commencement thereof; provided, however, that the omission so to notify shall not relieve the PMC from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.

4.1.4. **Notices:** Unless otherwise stated, notices to be given under the Work Order including but not limited to a notice of waiver of any term, breach of any term of the Work Order and termination of the Work Order, shall be in

writing and shall be given by hand delivery, recognized international courier, mail and delivered or transmitted to the Parties at their respective addresses specified in the Work Order. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address.

4.1.5. **Severability:** If for any reason what so ever any provision of the Work Order is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Work Order or otherwise.

4.1.6. **Performance security:**

4.1.6.1 The successful bidder is required to submit Performance Bank Guarantee (PBG) of @10% of value of services/work within 15 days of acceptance but before signing of agreement. The bid security of all unsuccessful bidders will be released soon after acceptance of successful bid.

4.1.7.2. The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws.

4.1.7.3. The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 days from the date of completion of the assignment. If the Client shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the then

existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the PMC of its obligations under this Work Order until such time as the Client shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work Order, the Client will refund to the PMC the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of this Work Order, in which case only the balance amount remaining will be returned to the PMC; provided that the Client will not be liable to pay any interest on such balance. The Client will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Work Order, the Performance Security will, subject to any drawdown by the Client in accordance with the provisions hereof, be released by the Client within a period of 60 (Sixty) Days from the date of completion of the services.

4.1.7. Penalty

4.8.1.1 Penalty: The selected Programme Management Consultant has to provide services as per the requirements of the RFP. In case the services rendered are not as per the requirement of the NFDB the selected Programme Management Consultant will have to come up with a solution within a given timeframe failing which 10% will be deducted from the amount payable. The other form of penalty not mentioned in the RFP will be decided by the appropriate authority on case to case basis.

4.1.8.2 Any dispute regarding penalty shall be handled as per dispute settlement provision.

5. The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:

- a) the Consultant becomes liable to pay penalty;
- b) occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 3.7.2;
- c) any material breach of the terms hereof; and/or
- d) without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Work Order.
- e) Non-compliance of mutually agreed time lines/time plan
- f) For any reasons the project is not completed owing to the faulty delivery/ non-cooperation/ non-deliverance by the PMC

g) For any reason Contract is terminated by PMC

6. All conditions of RFP shall be considered to be integral part of this Work Order.

Annexure A: Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)
Ref.: Bank Guarantee:

Date:

Sir,

In consideration of National Fisheries Development Board, Hyderabad under the Department of Fisheries, Ministry of Fisheries, Animal Husbandry & Dairying, Government of India (hereinafter referred as the "Client", which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of PMC] a [type of firm/company/institution], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the "PMC") which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment [name of assignment] Work Order by issue of Client's Work Order Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the PMC, resulting in a Work Order valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the "Work Order") and the PMC having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Client for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand an or, all monies payable by the PMC to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the PMC. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the PMC or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work Order by the PMC nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the Work Order or other documents. The Client 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 Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work Order between the Client and the PMC any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client 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 PMC and notwithstanding any security or other guarantee that the client may have in relation to the Programme Management Consultant's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the PMC/the Bank or any absorption, merger or amalgamation of the PMC/the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of PMC] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in _yyyy_ format] at [place].

WITNESS

1. [signature, name and address]
2. [signature, name and address]

[Official Address] Designation

[With Bank Stamp]

Attorney as per Power of Attorney no.

Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in the Work Order.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the "Bank Guarantee". The bank guarantee shall be issued by a scheduled commercial bank located in India.