



**NATIONAL FISHERIES DEVELOPMENT BOARD (NFDB)**

**DEPARTMENT OF FISHERIES**

**MINISTRY OF FISHERIES, ANIMAL HUSBANDRY & DAIRYING, GOVERNMENT OF INDIA**

**Government of India**

**E-Procurement Mode**

**Request For Proposal (RFP)**

**For**

**Appointment of an Agency for conducting Gap Analysis of  
the 'Production and Processing Clusters in Fisheries  
Sector'**

**Bid No: NFDB/ Cluster/ Gap analysis/ RFP/ 2024-25**

**Dated December 12, 2024**



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## **Request for Proposal (RFP)**

12<sup>th</sup> December 2024

**Subject:** Request for Proposal (RFP) for Appointment of an Agency for conducting Gap Analysis of the 'Production and Processing Clusters in Fisheries Sector'

The National Fisheries Development Board (NFDB), Government of India, intends to engage an agency to carry out the Gap Analysis of the 'Production and Processing Clusters in Fisheries Sector' under Department of Fisheries under Department of Fisheries, Government of India, details of which have been provided in the RFP document.

NFDB, invites proposals for this assignment from national organisations/ institutions which have requisite experience in this field as detailed in the RFP. The salient features of the study, eligibility criteria and instructions regarding the bid are available on NFDB website (<https://nfdb.gov.in/>) and GeM portal (<https://gem.gov.in/>). The bidders are requested to visit the website regularly to keep themselves updated. Important information & tentative dates are given in section 1 of the RFP.

**The interested bidders are requested to submit their proposal online only through GeM portal <https://gem.gov.in/> on or before 6<sup>th</sup> January 2024.** Please note manual / offline bids shall not be accepted.

Clarifications/ queries, if any, may be addressed to the following;

Chief Executive  
National Fisheries Development Board  
Department of Fisheries  
Ministry of Fisheries, Animal Husbandry and Dairying  
Government of India  
Fish Building, Pillar No:235,  
PVNR Expressway, SVPNPA Post,  
Hyderabad-500052.  
Email: [info.nfdb@nic.in](mailto:info.nfdb@nic.in)

## **Disclaimer**

The information contained in this Request for Proposal ("RFP") document or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP.

The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, completeness and reliability of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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



***Appointment of an Agency for conducting Gap Analysis of the 'Production and Processing Clusters in Fisheries Sector'***



## **Glossary and Abbreviations**

- **Agreement** - As defined in Schedule-2
- **Agreement Value**- As defined in Schedule-2
- **Applicable Laws**- As defined in Schedule-2
- **Bidder**- As defined in Clause 2.1.1
- **Assignment**- As defined in Clause 3.1.4
- **Associate**- As defined in Clause 2.3.3
- **Authorized Representative**- As defined in Clause 2.13.3
- **Authority**- As defined in Clause 1.1.1
- **Bid Security**- As defined in Clause 2.20.1
- **Bill of Quantity (BoQ)**- As defined in Clause 2.15.1
- **Conditions of Eligibility**- As defined in Clause 2.2.1
- **Conflict of Interest**- As defined in Clause 2.3.1
- **Consultancy Team**- As defined in Clause 2.1.4
- **Consultant**- As defined in Clause 1.2
- **CSC**- Common Service Center
- **CV**- Curriculum Vitae
- **Effective Date**- As defined in Schedule-2
- **Eligible Assignments**- As defined in Clause 3.1.4
- **Final Evaluation Report**- As specified in Paragraph 5 of Schedule-1
- **Financial Proposal**- As defined in Clause 2.15.1
- **Form of Agreement**- Form of Agreement as in Schedule-2
- **FDGs**- Focus Group Discussion
- **INR, Re, ₹, Rs** - Indian Rupee(s)
- **Key Date**- As specified in Clause 1.8
- **Key Personnel**- As defined in Clause 2.1.4
- **Lead Member**- As defined in Clause 2.1.1
- **LOA**- Letter of Award
- **Official Website**- As defined in Clause 1.11.2
- **Personnel**- As defined in Schedule-2
- **Prohibited Practices**- As defined in Clause 4.3
- **Project Manager**- As defined in Schedule-2
- **Proposal**- As defined in Clause 1.2
- **PDD**- Proposal Due Date
- **PMMSY**- Pradhan Mantri Matsya Sampada Yojana
- **RFP**- As defined in Disclaimer
- **Selected Bidder**- As defined in Clause 1.6
- **Selection Process**- As defined in Clause 1.6
- **Services**- As defined in Schedule-2
- **Sole Firm**- As defined in Clause 2.1.1
- **Statutory Auditor**- An Auditor appointed under Applicable Laws
- **Team Leader**- As defined in Clause 2.1.4
- **Technical Proposal**- As defined in Clause 2.14.1



***Appointment of an Agency for conducting Gap Analysis of the 'Production and Processing Clusters in Fisheries Sector'***



- **TOR-** As defined in Clause 1.1.2
- **USD, \$-** United States Dollar

The words and expressions beginning with capital letters and defined in this document shall unless repugnant to the context have the meaning ascribed thereto herein.



## **NOTICE INVITING TENDER**

TENDER (BID) for Appointment of organization/ institute/ agency for conducting Gap Analysis of the 'Production and Processing Clusters in Fisheries Sector'

<b>Bid No.:</b>	NFDB/ D1/PMMSY- Cluster/ Gap analysis/ RFP/ 2024-25
<b>Bid Notification Date</b>	12.12.2024
<b>Name of the work</b>	Appointment of an organization/ institute/ agency conducting Gap Analysis of the 'Production and Processing Clusters in Fisheries Sector'
<b>Pre-Bid Meeting, Date, time and place</b>	20.12.2024 at 11 am through physical (NFDB, Hyderabad) and Video Conference
<b>Last date of Receiving Queries / Clarifications</b>	24.12.2024 (3 PM)
<b>Authority's responses reply latest by</b>	30.12.2024
<b>Last date &amp; time for online submission of Bid</b>	06.01.2025
<b>Date, time and Place of opening of Technical Bid</b>	06.01.2025 or any other date and time intimated from time to time
<b>Date, time and Place of opening of Financial Bid</b>	Will be intimated to the technically qualified bidders

### **OTHER INSTRUCTIONS:**

- Details of the BID Documents and Notification of any Addendum / Corrigendum to the BID documents are available in web site.
- E-Tenderers are not permitted to alter/change/delete/modify any clause of the BID document downloaded from the website. If any deviation / discrepancy is found after submission of BID, the submitted offer will be summarily rejected.
- Bidders shall submit the Bid Document as stipulated in the tender document. NFDB reserves the right to verify the submitted copies of documents / credentials with the original documents.
- In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.
- NFDB reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.



## **Invitation for Bid/ Proposal**

### **1. Introduction**

#### **1.1 Background**

1.1.1. National Fisheries Development Board (NFDB), the **Authority** is an autonomous organization under the administrative control of the Department of Fisheries, Ministry of Fisheries, Animal Husbandry & Dairying, Government of India has been playing a vital role in development of fisheries and aquaculture in an integrated and holistic manner.

1.1.2. In pursuance of the above, the Authority has decided to carry out the process for selection of an organization/ institute/ agency for conducting Gap Analysis of the 'Production and Processing Clusters in Fisheries Sector' under PMMSY, the scheme under Department of Fisheries (the "Project") in accordance with the Terms of Reference specified at Schedule-1 (the "TOR").

#### **1.2 Request for Proposals**

1.2.1. NFDB hereby invites proposals (the "Proposals") for selection of an Agency (the "Consultant") who shall conduct Gap Analysis of the 'Production and Processing Clusters in Fisheries Sector', in accordance with the TOR (collectively the "Consultancy").

The Authority intends to select the organization/ institute/ agency through an open competitive bidding process in accordance with the procedure set out herein.

#### **1.3 Due diligence by Bidders**

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority, sending written queries to the Authority, and attending a Pre-Bid Meeting on the date and time specified in Invitation for Proposal.

#### **1.4 Availability of RFP Document**

The document can be downloaded from the Official NFDB website <https://nfdb.gov.in/> and GeM portal <https://gem.gov.in/>

#### **1.5 Validity of the Proposal**

The Proposal shall be valid for a period of not less than **60 days** from the Proposal Due Date (the "PDD") as specified in Invitation for Proposal.

#### **1.6 Brief description of the Selection Process**

The Authority has adopted a Single Stage Double envelope selection process (collectively the "Selection Process") for evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes.

After opening the first (i.e. technical) envelope, a technical evaluation will be carried out as specified in Invitation for Proposal. Based on this technical evaluation and scoring, a list of short-listed Bidders shall be prepared as specified in Invitation for Proposal. After opening the second (i.e. financial) envelope, a financial evaluation and scoring will be carried out as specified in Invitation for Proposal.

Proposals will finally be ranked according to their combined technical and financial scores computed basis weighted average of **[70 (technical):30 (financial)]** on **QCBS basis**, as specified in Invitation for Proposal. The first ranked Bidder shall be selected for negotiation (the "Selected Bidder").

#### **1.7 Currency conversion rate and payment**

1.7.1. For the purposes of technical evaluation of Bidders, the currency conversion rate would be the prevailing RBI reference rate on the day of PDD.

1.7.2. All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange rate risk, if any, shall be borne by the Consultant.

### **1.8 Schedule of Selection Process**

The Authority would endeavour to adhere to the following schedule:

<b>S. No.</b>	<b>Event Description</b>	<b>Date</b>
i.	Pre-Bid Meeting, time and place	20.12.2024 at 11 AM through Physical (NFDB, Hyderabad) and Video Conference
ii.	Last date for receiving queries/clarifications	24.12.2024 (5 PM)
iii.	Authority response to queries	30.12.2024
iv.	Last date & Time for online submission of Bid	06.01.2025
v.	Date, time and Place of opening of Technical Bid	06.01.2025

### **1.9 Pre-Proposal/ Pre-Bid Queries**

Prospective Bidders may address their queries clearly specifying "Appointment of an Organization/institute/ Agency for conducting Gap Analysis of the 'Production and Processing Clusters in Fisheries Sector' under PMMSY in the subject line to the nodal officer specified below:

National Fisheries Development Board  
Department of Fisheries  
Ministry of Fisheries, Animal Husbandry and Dairying  
Government of India  
Fish Building, Pillar No:235,  
PVNR Expressway, SVPNPA Post,  
Hyderabad-500052. Email: [info.nfdb@nic.in](mailto:info.nfdb@nic.in)  
Phone: 040-24000201/ 177

### **1.10 Pre-Bid Meeting**

1.10.1 Pre-Bid Meeting of the Bidders shall be convened at the designated date, time and place in hybrid mode. A maximum of two representatives of each Bidder shall be allowed to participate on production of an authorised letter from the Bidder. The date, time and venue are provided in the Notice Inviting Tender.

1.10.2 During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications. The Authority shall endeavor 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.

### **1.11 Communications**

1.11.1. All communications including the submission of Proposal should be addressed to:

**Chief Executive**  
**National Fisheries Development Board**  
**Department of Fisheries**  
**Ministry of Fisheries, Animal Husbandry and Dairying**  
**Government of India**  
**Fish Building, Pillar No:235,**  
**PVNR Expressway, SVPNPA Post,**  
**Hyderabad-500052.**

**Email:** [info.nfdb@nic.in](mailto:info.nfdb@nic.in)

1.11.2. The Official Website of the Authority is: [www.nfdb.gov.in](http://www.nfdb.gov.in)

1.11.3. All communications, should have the following caption marked at the top in bold letters:

**RFP for Appointment of an Agency for conducting Gap Analysis of the 'Production and Processing Clusters in Fisheries Sector'**

## **2. Instructions to Bidders**

### **A. General**

#### **2.1 Scope of Proposal**

2.1.1. Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this scope of work are specified in this RFP. In case a Bidder firm possesses the requisite experience and capabilities required for undertaking the gap analysis study, it may participate in the Selection Process either individually (the "**Sole Firm**") or as lead member of a consortium of firms not more than 3 entities (the "**Lead Member**") in response to this invitation. The term Bidder (the "**Bidder**") means the Sole Firm or the Lead Member or University or Academic Institutions, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2. Bidders are advised that the selection of the agency shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. 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 the Authority's decisions are final without any right of appeal whatsoever.

2.1.3. The Bidder shall submit its Proposal in the form and manner specified in this Section (Instruction to Bidders) of the RFP. The Technical Proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Bidder shall be required to enter into an agreement with the Authority in the form specified at Schedule-2. The responsibility related to the completion of study in terms of submission of deliverables and achievements of milestones, as prescribed in Terms of Reference (TOR) lies with the Bidder.

#### **2.1.4. Key Personnel:**

The Agency/organization/institute shall form a multi-disciplinary team (the "Consultancy/experts Team") for undertaking this task. The Agency/organization/institute Team shall consist of the following personnel who shall discharge their respective responsibilities as specified below:

<b>S. No.</b>	<b>Personnel</b>	<b>Roles &amp; Responsibilities</b>
1	Project Manager/Team Leader	<ul style="list-style-type: none"> <li>• <b>Project Leadership:</b> Lead the project team, providing direction, guidance, survey questionnaire indicators, documenting, reporting template and oversight to ensure alignment with project objectives and timelines.</li> <li>• <b>Strategic Planning:</b> Develop a comprehensive strategy for sustainable and worldclass fisheries clusters, incorporating best practices and analysing the gaps &amp; addressing identified gaps.</li> <li>• <b>Stakeholder Engagement:</b> Coordinate with government agencies, fisheries cooperatives, private sector entities, and community</li> </ul>

S. No.	Personnel	Roles & Responsibilities
		<p>stakeholders to build consensus and facilitate project objectives.</p> <ul style="list-style-type: none"> <li>Gap Analysis and Recommendations: Conduct a thorough gap analysis and identify areas of improvement, needs, within the fisheries clusters, developing actionable recommendations and strategic interventions.</li> <li>Reporting and Documentation: Prepare mid-term report as per milestones, mid-term corrections, final report, and presentations to NFDB, ensuring clear documentation of all deliverables.</li> </ul>
2	Subject Matter specialist	<ul style="list-style-type: none"> <li>Gap Analysis Support: Assist the Team Leader in preparation of questionnaires' for collecting primary data, collecting secondary, conducting comprehensive survey, gap analysis across identified fisheries clusters, collecting and analyzing data related to population, infrastructure, technology, resources available and resource needs.</li> <li>Research and Benchmarking: Conduct research on best practices in fisheries management, sustainable practices, and cluster development to support strategic recommendations.</li> <li>Field Assessments and Data Collection: Engage with local stakeholders, conduct on-ground assessments, and compile data on cluster performance, stakeholder requirements, and existing challenges.</li> <li>Support Strategic Planning: Contribute to the development of strategic frameworks, providing data and insights to inform targeted interventions and sustainable solutions.</li> <li>Policy and Regulatory Review: Support the review of existing policies and regulations, identifying areas of alignment and opportunities for policy integration.</li> <li>Documentation and Reporting: Prepare detailed reports, presentations, and updates for submission to the Team Leader, ensuring thorough documentation of analysis, findings, and recommendations.</li> </ul>
3	Project Assistant	<ul style="list-style-type: none"> <li>Assisting team leader &amp; expert in Data Collection and Analysis: Conduct data collection, surveys, and interviews with relevant stakeholders, including local fisheries organizations, clusters, and industry experts.</li> <li>Market and Cluster Assessment: Support the assessment of existing fisheries clusters, evaluating their performance, challenges, and potential for sustainability improvements.</li> </ul>

S. No.	Personnel	Roles & Responsibilities
		<ul style="list-style-type: none"> <li>Benchmarking and Best Practices Identification: Research and compile best practices and benchmarking from global sustainable fisheries clusters.</li> <li>Policy and Regulatory Review: Assist in reviewing existing policies and regulations affecting the fisheries sector, identifying areas for policy support.</li> <li>Support in Report Preparation: Aid in drafting reports, presentations, and other deliverables to ensure comprehensive and timely submissions.</li> </ul>

## 2.2 Conditions of Minimum Eligibility of Bidders/ Eligibility Criteria

2.2.1 Bidders must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Bidder shall fulfil the following:

(A) **Technical Capacity\***: The Bidder must be a legal entity as per Applicable Laws. The Bidder shall have, over the past 8 (eight) years preceding the PDD, undertaken **a minimum of 3 (three) Eligible Assignments** as specified in Invitation for Proposal. Applicant/Bidder should not be blacklisted by any Central / State Government / Public Sector Undertaking / Judicial pronouncement in India and such bar (if any) should not subsist, as on bid/ proposal due date. The agency should disclose the details of any issues that are pending in court or under litigation and provide the value of the litigation. The agency should declare that the cumulative value of litigation should be less than 10% of the total net worth declared in the last financial year.

(B) **Financial Capacity+**: The Bidder shall have a minimum Average Annual turnover of **INR Twenty five Lakhs** during last 3 (three) financial years FY 2021-22, FY 2022-23 and FY 2023-24.

(C) **Availability of Key Personnel**: The Bidder shall offer and ensure that all Key Personnel meet the requirements specified in sub-clause (D) below.

(D) **Conditions of Eligibility for Key Personnel**: Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

S. No.	Personnel	Eligibility Criteria
1	Project Manager/ Team Leader	<ul style="list-style-type: none"> <li><i>Experience</i>: 10 to 15 years</li> <li><i>Educational Qualification</i>: MFSc/ MFSc Fisheries economics/ MSc Fisheries Science, MSc Aquaculture /MBA along with Fisheries/ Agriculture Science/ Agri Business degree.</li> <li>Experience in gap analysis, needs assessment study, and data-driven decision-making study, drafting policy &amp; strategy planning, Communication and Stakeholder Engagement</li> <li><i>Sector</i>: Must have prior experience of working with state or central Govt on Fisheries, Agriculture or allied sector.</li> </ul>



S. No.	Personnel	Eligibility Criteria
2	Subject Matter specialist	<ul style="list-style-type: none"> <li>• Experience: 10 years</li> <li>• Educational Qualification: MFSc / MFSc Fisheries economics or MBA/MSc Fisheries Science, MSc Aquaculture or equivalent degree</li> <li>• Experience in Analytical &amp; research skills, Project Management support, Communication and Stakeholder Engagement</li> </ul>
3	Project Assistant	<ul style="list-style-type: none"> <li>• <i>Experience:</i> 3 years</li> <li>• <i>Educational Qualification:</i> MSc Fisheries Science/ Aquaculture, MFSc or BFSc with MBA</li> <li>• Experience in Data analysis, Project Management support, Documentation and Presentation</li> </ul>

2.2.3 The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its revenue during each of the **3 (three) financial years** i.e., **FY 2021-22, FY 2022-23 and FY 2023-24**. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder.

2.2.4 The Bidder should submit a **Notarised Power of Attorney (POA)/ Board Resolution Document** (whichever is applicable) as per the format at Form-4 of Appendix-I; provided, however, that such Notarised Power of Attorney/ Board Resolution Document would not be required if the Application is signed by a partner of the Bidder, in case the Bidder is a partnership firm or limited liability partnership. In case of govt-owned academic institutions, in lieu of POA, a letter of authorization duly signed by the competent authority such as Head of the Department, Dean, Registrar, Director etc. shall be considered.

2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2.2.6 A Bidder or its Associate should have, during the last 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 by such Bidder or its Associate.

2.2.7 While submitting a Proposal, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices are insufficient. Alternatively, Bidders may format the specified forms making due provision for incorporation of the requested information.

\* and + Documentary proof signed by authorized signatory to be attached

### **2.3 Conflict of Interest**

2.3.1 A Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority reserves the right to take action as per the Bid Security or Bid Security Declaration for, inter alia, the time, cost and effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated, - in the Guidance Note on Conflict of Interest at Schedule-3. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

(a) Conflicting Associations:

- directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- receives or has received any direct or indirect subsidy/ financial stake from another Bidder; or
- has the same correspondence address or same legal representative/ agent as another Bidder for purposes of this proposal; or
- has a relationship with another Bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the Proposal of another Bidder or influence the decisions of the Authority regarding this Procurement Process; or

(b) Unfair Competitive Advantage and Conflicting Activities: had (or any of its Affiliates) been engaged by the Authority to provide goods, works, or services for a project, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or services. Conversely, a firm (or any of its Affiliates) hired to provide consulting services for the preparation or implementation of a project shall be disqualified from subsequently providing goods or works or services resulting from or directly related to the consulting services for such preparation or implementation; or

(c) Conflicting Assignments: would (including its Experts or any of its Affiliates) be or are providing consultancy services in another assignment for the same or another Authority that, by its nature, may conflict with this assignment, or

(d) Commissions and Gratuities: The Bidder shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of the resulting Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee; or

(e) Conflicting Relationships: has close business/ family relationship with a staff of the Authority who are/ would be directly/ indirectly involved in any of the following activities:

- i. Preparation of the RFP document or ToR of the procurement process
- ii. Evaluation of Proposals or Award of Contract, or
- iii. Implementation/supervision of the resulting contract

(f) For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than **50% (fifty per cent)** of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.



## **2.4 Number of Proposals**

No Bidder or its Associate shall submit more than one Application for the Consultancy. A Bidder applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

## **2.5 Cost of Proposal**

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## **2.6 Verification of information**

Bidders are encouraged to submit their respective Proposals after verification of the documents, reference materials, etc. within the purview of this RFP and the Applicable Laws and regulations or any other matter considered relevant by them.

## **2.7 Acknowledgement by Bidder**

2.7.1 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 Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority; or relating to any of the matters referred to in Clause 2.6 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 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; and
- (f) agreed to be bound by the undertaking provided by it.

2.7.2 The Authority 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 Authority.

## **2.8 Right to reject any or all Proposals**

2.8.1 Notwithstanding anything contained in this RFP, the Authority 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.

2.8.2 Without prejudice to the generality of Clause 2.8.1 of Invitation for Proposal, the Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If the Bidder is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified / rejected, the Authority reserves the right to annul the Selection Process.

## **B. Documents**

## **2.9 Contents of the RFP**

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum/ Amendment issued in accordance with Invitation for Proposal:

### **Request for Proposal**

1. Introduction
2. Instructions to Bidders
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Miscellaneous

### **Schedules**

#### **1. Terms of Reference**

#### **2. Form of Agreement**

- Annex-1: Terms of Reference
- Annex-2: Deployment of Personnel
- Annex-3: Estimate of Personnel Costs
- Annex-4: Cost of Services
- Annex-5: Payment Schedule
- Annex-6: Bank Guarantee for Performance Security

#### **3. Guidance Note on Conflict of Interest**

### **Appendices**

#### **Appendix-I: Technical Proposal**

- Form-1: Letter of Proposal
- Form-2: Particulars of the Bidder
- Form-3: Statement of Legal Capacity
- Form-4: Power of Attorney
- Form-5: Financial Capacity of Bidder
- Form-6: Particulars of Key Personnel
- Form-7: Proposed Methodology and Work Plan
- Form-8: Eligible Assignments of the Bidder
- Form-9: Deployment of Personnel
- Form-10: Other Implementation Support Personnel
- Form-11: Bid Security Declaration Form
- Form-12: Letter of Intent for Technical Collaboration

#### **Appendix-II: Financial Proposal**

- Form-1: Covering Letter
- Form-2: Financial Proposal
- Form-3: Estimate of Personnel Costs

## **2.10 Clarifications**

2.10.1 Bidders requiring any clarification on the RFP may submit their queries online to the Authority by logging in through their registered email id before the date mentioned in the Schedule of Selection Process in Invitation for Proposal.

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The Authority will post the reply to all such queries on the Official Website without identifying the source of queries.

2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in Invitation for Proposal shall be construed as obliging the Authority to respond to any question or to provide any clarification.

## **2.11 Addendum or Amendment of RFP**

2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the NFDB Website / Gem Portal.

2.11.2 All such amendments shall be posted on the NFDB Website / Gem Portal along with the revised RFP containing the amendments and will be binding on all Bidders.

2.11.3 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

## **C. Preparation and Submission of Proposal**

### **2.12 Language**

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

### **2.13 Format and signing of Proposal**

2.13.1 The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Bidder shall submit its bid in the electronic form on or before the date and time as mentioned in the Schedule of Selection Process at Invitation for Proposal.

2.13.3 Bids along with all the scanned copies of the document should be submitted in the electronic form only through e-tendering system as mentioned above. Before the bid documents are uploaded, all attached documents should be signed using scanned/digital signatures of the authorised representative (the "Authorised Representative") as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- (d) by the Authorized Representative of the Lead Member, in case of consortium.

A Notarised copy of the Power of Attorney/Board Resolution document (whichever is applicable) certified under the hands of a partner or director of the Bidder and Notarised by a



notary public in the form specified in Appendix-I (Form-4) shall be uploaded along with the Proposal.

2.13.4 The following documents shall be sent separately to the Authority in original through Speed Post/ Registered Post or delivered by hand to the person specified in the Invitation for Proposal in a sealed envelope:

- a) Notarised Power of Attorney/ Board Resolution Document (whichever is applicable) as required under Invitation for Proposal prior to the award of contract.
- b) Insurance Surety Bond/ Account Payee Demand Draft/ Fixed Deposit Receipt/Banker's Cheque/ Bank Guarantee (including e-bank guarantee) from any of the scheduled commercial Banks towards Bid Security or Bid Security Declaration, as required under Invitation for Proposal no later than one week after the Proposal Due Date.

Kindly note that, the proposal shall be rejected if original (hard copy) of Notarised Power of Attorney/ Board Resolution Document (whichever is applicable) and Bid security or Bid Security Declaration is not submitted within two weeks after the Proposal Due Date.

The envelope specified shall clearly bear the following identification:

**RFP for Appointment of Agency/ organization/ Institute for conducting Gap Analysis of the 'Production and Processing Clusters in Fisheries Sector'**

If this envelope is not sealed and marked as instructed above, assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any suffered by the bidder.

Please note that, if the above documents are not submitted in original (hard copy) form as above, or if there is any discrepancy found between the above documents submitted in original (hard copy) form and that submitted on the GeM Portal, the award of this Consultancy may be liable to cancellation and the bid security shall be forfeited or the action shall be taken as per the bid security declaration, as the case may be, against the Consultant.

2.13.5 Bidders should note the Proposal Due Date, as specified in Invitation for Proposal, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents uploaded on <https://gem.gov.in/> by the closing time of Proposal Due Date as specified in Invitation for Proposal. 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. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of invitation for Proposal.

2.13.6 The Authority is neither a party nor a principal in the relationship between the Bidder and the organisation hosting the GeM portal (hereinafter called the Portal). Bidders must comply with the rules, regulations, procedures, and implied conditions/ agreements of the GeM portal, including registration, compatible Digital Signature Certificate (DSC) etc. Consultants shall settle clarifications and disputes, if any, regarding the Portal directly with them.

## **2.14 Technical Proposal**

2.14.1 Bidders shall submit the technical proposal online in the formats at Appendix-I (Collectively the "Technical Proposal").

2.14.2 While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:

- a) The Bid Security or Bid Security Declaration is provided;
- b) All scanned copies of the forms are submitted in the prescribed formats and signed by the authorised signatories;
- c) Notarised Power of Attorney/ Board Resolution Document (Whichever is applicable), is

executed as per Applicable Laws;

- d) Duly signed CVs of all Key Personnel have been included;
- e) Key Personnel and Other Professional Personal have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of Invitation for Proposal;
- f) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- g) The CVs have been recently signed and dated in blue ink or digitally signed by the respective Personnel, and digitally countersigned by the Bidder. A copy of the CV signed by respective Key Personnel, duly digitally countersigned by the authorized signatory, shall be accepted. If 50%, i.e. 2 out of 4 CVs are not signed by the key personnel, the evaluation should be carried without considering these unsigned CVs and, if this Consultant is still a winner, the signed CVs should be submitted by the Selected Consultant before the award of contract. The replacement of such key personnel would not be allowed before the award of the contract unless such key personnel are found to be ineligible as per the Clause 2.25.1. If 75%, i.e. 3 out of 4 of the CVs are not signed by the respective proposed key personnel, the proposal should be termed as non-responsive and rejected at the technical evaluation stage.
- h) CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- i) All Personnel must possess good working knowledge of English language;
- j) Key Personnel and Other Professional Personal would be available for the period indicated in the TOR;
- k) The proposal is responsive in terms of Clause 2.22.3 of Invitation for Proposal.

2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 of Invitation for Proposal shall make the Proposal liable to be rejected.

2.14.4 If a bidder or its successor makes a false averment regarding their qualification, experience or other particulars, or their commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, they shall be liable to be debarred for any future assignment of the Authority for a period of 3 (three) years. The award of this Consultancy to the Bidder may also be liable to cancellation in such an event.

2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal. If done so, the bidder may be liable to be rejected.

2.14.6 The proposed team shall be composed of experts and specialists (the "Personnel") in their respective areas of expertise and managerial/support staff (the "Support Personnel") such that the Consultant should be able to complete the Consultancy within the specified time schedule. Other competent and experienced professional personnel in the relevant areas of expertise must be added as required for successful completion of the consultancy. The CVs of each such Personnel, if any should also be submitted in the format at Form-6 of Appendix-I along with proofs.

2.14.7 The Authority reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

2.14.8 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or



entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Bidder or Consultant, as the case may be.

In such an event, the Authority reserves the right to take action as per the Bid Security Declaration for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

## **2.15 Financial Proposal/ Bill-of-Quantity (BoQ)**

2.15.1 Bidders shall submit online the financial proposal in the formats at Appendix-II (the "Financial Proposal", also referred to as the "Bill-of-Quantity") clearly indicating the total cost of the Consultancy (Item [G] of Form-2 of Appendix-II) in both figures and words, in Indian Rupees (INR or Rs.), and signed by the Bidder's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the arithmetic total shall prevail.

### **2.15.2 While submitting the Financial Proposal, the Bidder shall ensure the following:**

(i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall cover remuneration for all the Personnel (Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. 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.

(ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

(iii) Costs (including break down of costs) shall be expressed in INR.

## **2.16 Submission of Proposal**

2.16.1 The Bidders shall submit the Proposal through GeM portal only, with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be digitally signed by the Authorised Representative of the Bidder as per the terms of the RFP. In case the proposal is submitted on the document downloaded from Official Website, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

2.16.2 The proposal shall need to be submitted online on the Portal itself; manual/offline bids shall not be accepted under any circumstances. Also, the Bidder shall have to separately send Bid Security and Notarised Power of Attorney/ Board Resolution Document (whichever is applicable) in original (hard copy) to the Authority as specified in the Clause 2.13.4 of Invitation for Proposal.

2.16.3 The Technical and Financial bids must be submitted online in their respective folders, one clearly marked "Technical Proposal" and the other clearly marked "Financial Proposal".

The folder marked —Technical Proposal shall contain:

(i) Application in the prescribed format along with (Form-1 to 12 of Appendix-I) and supporting documents; and



(ii) Scanned copy of Bid security or Bid Security Declaration as specified in Clause 2.20.1 of Invitation for Proposal

(iii) Scanned copy of Notarised Power Attorney/ Board Resolution Document (Whichever is applicable) as specified in Clause 2.13.3 of Invitation for Proposal

The folder marked —Financial Proposal shall contain the Financial Proposal in the prescribed format (Forms 1, 2 & 3 of Appendix-II).

2.16.4 All pages of the Technical Proposal and Financial Proposal must be numbered and digitally signed by the Authorised Representative of the Bidder.

2.16.5 The complete Proposal must be submitted online on or before **03:00 PM** on the Proposal Due Date specified in Clause 1.8 of Invitation for Proposal. Proposals submitted by post, fax, telex, telegram, in-person or e-mail shall not be entertained.

2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate pages and only information that is directly relevant should be uploaded. This may include scanned photocopies of the relevant pages of printed documents.

No separate documents like printed annual statements, company brochures etc. will be entertained.

2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Consultancy by the Authority and discharge of all obligations of the Consultant under the Agreement.

## **2.17 Proposal Due Date**

2.17.1 Proposal should be submitted online on the GeM portal on or before 03:00 PM on the Proposal Due Date specified in Clause 1.8 of Invitation for Proposal in the manner and form as detailed in this RFP. The Bidder is advised to retain the acknowledge - procurement of the online submission of the bid for future reference.

2.17.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing a Corrigendum/ Addendum/ Amendment in accordance with Clause 2.11 of Invitation for Proposal uniformly for all Bidders.

## **2.18 Late Proposals**

Proposals submitted after the due date will not be accepted by the GeM portal and hence will automatically be rejected. NFDB shall not be responsible if the bid is not submitted online within the specified timelines.

## **2.19 Modification/ substitution/ withdrawal of Proposals**

2.19.1 The Bidder may modify, substitute, or withdraw its proposal by logging into the GeM portal prior to the proposal due date and time.

2.19.2 No Proposal shall be modified, substituted, or withdrawn by the Bidder on or after the Proposal Due Date.

2.19.3 Any request for alteration/ modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date shall be disregarded.

## **2.20 Bid Security**

2.20.1 The Bidder shall furnish as part of its Proposal, a bid security of INR 25000 in the form of Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt/Banker's Cheque/Bank Guarantee (including e-bank guarantee) issued by one of the Nationalized/ Scheduled Banks in India in favor of "**National Fisheries Development Board**", payable at **Hyderabad**. Bid Security is returnable within 30 (thirty) days from PDD except in case of the two highest ranked Bidders as required in Clause 2.25.1 of Invitation for Proposal. In the event

that the first ranked Bidder commences the assignment as required in Clause 2.30 of Invitation for Proposal, the second ranked Bidder, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case later than 120 (one hundred and twenty) days from PDD. After the award of the contract, the Selected Bidder's Bid Security shall be returned within 30 (thirty) days on receipt of the performance security in accordance with the provisions thereof. Bid security will remain valid for a period of 30 (Thirty) days beyond the final bid validity period (for a total of 90 days) subject to completion of all works at the discretion of the CE, NFDB and bank norms. Bid securities of the unsuccessful bidders would be returned within 30 days of declaration of results of the technical evaluation. In case of Central/ State Govt. owned universities/ academic institutions, the Bidder shall furnish, as part of its Proposal, a Bid Security Declaration (instead of Bid Security) as per format specified in Appendix-I Form-11.

Universities/ academic institutions (hereunder referred to as universities/ institutions) should be recognized by the University Grant Commission or owned by State or the Central Government.

2.20.2 Any Bid not accompanied by the copy of Bid Security or the Bid Security Declaration, as the case may be, shall be rejected by the Authority as non-responsive.

2.20.3 The authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.20.4 The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Authority reserves the right to forfeit the bid security or take action as per the Bid Security Declaration for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) If a Bidder submits a non-responsive Proposal;
- b) If a Bidder engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- c) If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time;
- d) In the case of the Selected Bidder, if the Bidder fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1 of Invitation for Proposal;
- e) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively of Invitation for Proposal; or
- f) If the Bidder is found to have a Conflict of Interest as specified in Clause 2.3 of Invitation for Proposal.

## **2.21 Performance Security**

2.21.1 The Bidder, by submitting its proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- (a) If a Bidder engages in any of the Prohibited Practices specified in Clause 4.1 of Invitation for Proposal;
- (b) if the Bidder is found to have a Conflict of Interest as specified in Clause 2.3 of Invitation for Proposal; and
- (c) if the Selected Bidder commits a breach of the Agreement.



2.21.2 An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21 of Invitation for Proposal which may be forfeited and appropriated in accordance with the provisions hereof. Performance Security may be furnished in the form of Insurance Surety Bond/Bank Guarantee (including e-Bank Guarantee)/ Account Payee Demand Draft /Fixed Deposit Receipt issued by one of the Scheduled Commercial Banks in India, or online payment in acceptable form.

Performance Security is to be furnished within 14 (fourteen) days after notification of the award and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations.

#### **D. Evaluation Process**

##### **2.22 Evaluation of Proposals**

2.22.1 The Authority shall open the Proposals at 03:30 PM on the next working day after the Proposal Due Date via GeM portal. The folder of Technical Proposal shall be opened first. The folder of Financial Proposal shall be kept locked for opening at a later date.

2.22.2 Proposals withdrawn prior to the Proposal Due Date shall not be considered for evaluation in accordance with Clause 2.19 of Invitation for Proposal.

2.22.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal may be considered responsive only if:

- a) The Technical Proposal is received in the form specified at Appendix-I; (All forms to be scanned and uploaded in pdf form on GeM Portal duly signed by the authorized signatory, statutory auditor and/or key personnel, as applicable;
- b) It is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17 of Invitation for Proposal;
- c) It is accompanied by the scanned copy of Bid Security or Bid Security Declaration Form as specified in Clause 2.20.1 of Invitation for Proposal.
- d) It is digitally signed, numbered and submitted as stipulated in Clauses 2.13 and 2.16 of Invitation for Proposal;
- e) It is accompanied by the scan copy of Notarised Power of Attorney Board Resolution Document (whichever is applicable) as specified in Clause 2.2.4 of Invitation for Proposal;
- f) It contains all the information (complete in all respects) as requested in the RFP;
- g) It does not contain any condition or qualification; and
- h) It is not non-responsive in terms hereof.

2.22.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.22.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 of Invitation for Proposal and the criteria set out in Section 3 of Invitation for Proposal.

2.22.6 After the technical evaluation, the Authority shall prepare a list of Technically qualified Bidders in terms of Clause 3.2 of Invitation for Proposal for opening of their Financial Proposals. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of Technically qualified Bidders along with their Technical Score will be e-mailed to the responsive bidders along with the timing of opening financial bid. The opening of Financial Proposals shall be done in presence of respective representatives of the Technically qualified

Bidders, who choose to be present. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4 of Invitation for Proposal.

2.22.7 Bidders are advised that selection shall be based on their meeting various criteria enumerated in the different clauses of the RFP. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process or selection.

2.22.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

2.22.9 Deviations/ Omissions During the evaluation of proposals, the following definitions apply:

- a. "Deviation" is a departure from the requirements specified in the RFP document;
- b. "Omission" is failing to submit part or all of the information or documentation required in the RFP Document;

The decision of the Authority shall be final in this regard.

## **2.23 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

## **2.24 Clarification**

2.24.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.24.2 If a Bidder does not provide clarifications sought under Clause 2.24.1 of Invitation for Proposal above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

## **E. Appointment of Consultant**

### **2.25 Negotiations**

2.25.1 The proposal securing the highest combined marks and ranked H-1 may be invited for negotiations. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1. The negotiations shall generally be for reconfirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. There shall be no change in the scope of the work/services during negotiation. In case the Selected Bidder fails to reconfirm its commitment, the Authority reserves the right to forfeit the bid security or Bid security declaration of the Bidder in accordance with the provisions of Clause 2.20.4 of Invitation for Proposal.

2.25.2 The Authority will examine the CVs of all other Key Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the Authority.

2.25.3 Before issuing a Letter of Award (LoA) to the successful Bidder, the Authority may, at its discretion, ask the selected Bidder to submit self-attested copies of relevant certificates for minimum educational qualifications and proof of relevant experiences, given in the CVs in the proposal, of the Key Personnel for verification. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the consultant fails to provide such originals or in case of substantive discrepancies in such documents, the proposal will be considered as non-responsive and rejected. In such cases, the Authority may forfeit the Bid Security or/and initiate suitable action as per the provision of Bid Security Declaration.

2.25.4 As a pre-requisite to the negotiations, the Selected Bidder shall confirm the availability of all Key Personnel included in the Proposal. Failure to confirm the Key Personnel availability may result in the Bidder's Proposal being declared non-responsive and the Authority proceeding to negotiate the Contract with the next-ranked responsive Bidder. Notwithstanding the above, the substitution of Key Personnel at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Bidder, including but not limited to reasons of resignation, illness, accident, inadequate performance, or personality conflict. In such case, the Selected Bidder shall offer a substitute Key Personnel within the period specified in the invitation letter to negotiate the Contract, who shall have **equivalent or better qualifications and experience than the original candidate**. The Authority reserves its right to seek during negotiations the replacement of the Key Personnel.

2.25.5 The negotiations are concluded with a review of the finalized draft Contract, which shall be initiated by the Authority and the Bidder's authorized representative. If the negotiations fail, the Authority shall inform the Bidder in writing of all pending issues and disagreements and provide a final opportunity for the Bidder to respond. If disagreement persists, the Authority shall declare the proposal non-responsive, informing the Bidder of the reasons for doing so. The Authority shall invite the next-ranked responsive Bidder (H-2) to negotiate a Contract. Once the Authority commences negotiations with the next-ranked Bidder, the Authority shall not reopen the earlier negotiations. In case, the second ranked Bidder is invited for negotiation, the lower cost, as per financial proposals, between the highest ranked Bidder and the second highest ranked Bidder shall be offered to the second highest ranked Bidder for the award of contract.

## **2.26 Substitution of Key Personnel**

2.26.1 The Authority will not normally consider any request of the Selected Bidder for substitution of Key Personnel as the ranking of the Bidder is based on the evaluation of Key Personnel and any change therein may upset the ranking.

2.26.2 Substitution of key personnel can be allowed in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. Such substitution may ordinarily be limited to not more than 30% of total key personal, subject to equally, or better, qualified and experienced personnel being provided to the satisfaction of the Authority.

Replacement of first 10% of key personnel will be subject to reduction of remuneration. The remuneration is to be reduced, say, by 5% of the remuneration which would have been paid to the original personal, from the date of the replacement till completion of contract.

In case of the next 10% replacement, the reduction in remuneration may be equal to (say) 10% (ten percent) and for the third 10% replacement such reduction may be equal to (say) 15% (fifteen percentage).

2.26.3 Substitution of the Team Leader will not be considered and may lead to disqualification of the Bidder or termination of the Award.

2.26.4 In case the Authority is not satisfied with the performance of any Key Personnel, the Authority may initiate a request for substitution of such Key Personnel. This substitution will also be subject to payment deductions as described in Clause 2.26.2 of Invitation for Proposal.

## **2.27 Indemnity**

The Consultant shall, subject to the provisions of the Agreement, executed after award of bid, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

## **2.28 Award of Consultancy**

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, reserves the right to take action as per the Bid Security or Bid Security Declaration of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA.

## **2.29 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Bidder, shall execute an Agreement with NFDB within the period prescribed in LOA. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

## **2.30 Commencement of assignment**

The Consultant shall commence the Services **within 7 (seven) days** from the date of the Agreement or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the Bid Security of the Consultant shall be forfeited or action shall be undertaken by the Authority as per the Bid Security Declaration in accordance with the provisions of Clause 2.20.4 of Invitation for Proposal.

## **2.31 Proprietary Data**

Subject to the provisions of Clause 2.23 of Invitation for Proposal, all documents and other information provided by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority. The Consultant shall make suitable arrangements for the preservation of data collected during the study, such as filled in schedules, tabulation or working sheets, reports, photographs etc., relating to the Project in electronic form and this shall be shared with the Authority at the time of submission of Final report. The ownership of all such data shall remain with the Authority. All raw data compiled during the consultancy assignment shall be transferred to the authority. No data collected in context of the study may be destroyed or otherwise disposed of or given to any other organization/individual, unless so approved by the Authority.

## **3 Criteria for Evaluation**

### **3.1 Evaluation of Technical Proposals**

3.1.1 In the first stage the Technical Proposal will be evaluated based on Bidder's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience and qualifications of the proposed Key Personnel. Only those Bidders whose Technical Proposals get a score of **70 (Seventy) marks or more out of 100 (one hundred)** shall qualify for further consideration and shall be ranked from highest to the lowest based on their technical score (T).

3.1.2 A Proposal shall be rejected if Key Personnel are not eligible.

3.1.3 The scoring criteria to be used for evaluation shall be as follows:

S. No.	Parameter	Maximum Marks	Criteria
<b>1</b>	<b>Financial Capacity</b>		
a.	Average Annual Turnover of the Bidder in 3 (three) consecutive financial years i.e., FY 2021-22, FY 2022-23 and FY 2023-24 (10 marks to be awarded to the firm with the highest average annual turnover. Other firms to be awarded proportionate marks on pro-rated basis.)	5	<ul style="list-style-type: none"> <li>More than INR 25 lakhs</li> </ul>
<b>2</b>	<b>Specific experience of the Consultancy Agency/ Organisation relevant to the assignment</b> (Agencies should submit work order/ completion certificate/ agreement/ client certificate/ other relevant document for confirming the details pertaining to technical evaluation.)		
a.	Organisation/institute/agency must have experience of assignments in India for Ministry / Department/ Undertaking of Govt. of India/ State/ UT Government(s) in India, within the last 5 years as on the date of proposal submission. The Organisation/institute/agency must comply the following	Maximum 30	5 Marks for each assignment
	Experience of taken up projects with State or Central Government / PSU/ Government Agency in Fisheries/Agriculture and Allied Sectors. Upto to 5 projects More than 5 projects	3 marks 5 marks	
	projects taken up for cluster development project in Fisheries /Agriculture and Allied Sectors Upto to 5 projects More than 5 projects	3 marks 5 marks	
	Gap analysis/ Monitoring/ Evaluation/ Impact Assessment Experience for Fisheries/ Agriculture and Allied Sector's scheme at central or state level Upto to 5 projects More than 5 projects	3 marks 5 marks	
	Study on Prospects of Increasing Exports of Fisheries/ Agri or allied products. Upto to 5 projects More than 5 projects	5 marks 10 marks	
b.	Manpower / Resource personnels Nos of people of the Agency/ Organisation working in State or central Govt. Projects	5	<ul style="list-style-type: none"> <li>25 to 50: 3 marks</li> <li>50 to 100: 5 marks</li> </ul>
<b>3</b>	<b>Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference</b>	40	Evaluation will be based on the quality of submissions



	i. Technical approach and methodology for carrying out the assignment (Approach & Methodology Document) (Max 10 marks) ii. Demonstration/ Case Study of the understanding of Board's requirements, key issues & challenges and mitigation proposed along with presentation of similar programme (Relevant documents with regards to existing experience for tying up with State/ Central Government like MoU/Letter of Intent etc.) (Approach & Methodology Document) (Max 10 marks)		submitted by the Bidder.
4	<b>Experience of proposed Key Personnel of the Bidder:</b>	<b>10</b>	<ul style="list-style-type: none"> <li>Adequacy of Assignment: 70%</li> <li>Education Qualification: 30%</li> </ul>
5	<b>Presentation</b>	<b>15</b>	Presentation in Physical mode
	<b>Total</b>	<b>100</b>	

Note:

- For all above mentioned scoring/ technical evaluation criteria, the bidder is required to furnish unique projects for each criterion. Any duplication of the project shall not be considered.
- If deemed necessary, NFDB in its sole discretion to make required variations in the cut off points for technical evaluation including criteria for technical evaluation.
- All professional fees shall be considered inclusive of taxes.
- Bids will be evaluated based on the information submitted by bidder. However, NFDB reserves the right to seek clarification/ documents from the bidders, if NFDB considers it necessary for proper assessment of the bid/ proposal.
- NFDB will constitute the RFP Evaluation Committee. This committee will evaluate the Bid/ Proposal Documents submitted by the Bidders.
- The RFP Evaluation Committee may choose to conduct technical negotiation or discussion with any or all the Bidders. The decision of Evaluation Committee in the valuation of the Technical and Commercial bids/ proposals shall be final and binding on all the parties.
- Any effort by a Bidder to influence the RFP Evaluation Committee's processing of Bids or award decisions may result in the rejection of the Bid.
- Failure of the Bidder to agree with the Terms & Conditions of the RFP/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.
- The selection of the bidder shall be based on Quality Cost Based Selection (QCBS)

method. Given the complexity in implementation of the project, weightage of technical score shall be 80% and weightage of financial score shall be 20%, the lowest quoted Financial Proposal ( $F_{MIN}$ ) is given the maximum financial score (SF) of 100.

### 3.1.4 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments, for the following projects shall be deemed as eligible assignments (the "Eligible Assignments"):

Feasibility/Evaluation/Gap Assessment Studies carried out in Agribusiness/ Fisheries Related Value Chain Projects provided that the Eligible Assignments have been completed in the past 8 (eight) financial years preceding the PDD.

The value of assignment hereunder referred as value of the contract awarded to the Bidder for providing advisory or consultancy services by its client.

For the **Eligible Assignments**, the Bidder shall provide requisite supporting documents such as copies of work orders, contracts, agreements etc. The value for the assignment should be clearly mentioned in the supporting documents provided. In the absence of supporting documents with requisite details, the assignment will not be considered as an Eligible Assignment.

### 3.2 Short-listing of Bidders:

The technical qualified Bidders shall be short-listed for financial evaluation.

### 3.3 Evaluation of Financial Proposals:

3.3.1 The financial evaluation will be carried out as per this Clause 3.3 of Invitation for Proposal. Each Financial Proposal will be assigned a financial score (SF).

3.3.2 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal ( $F_{MIN}$ ) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times F_{MIN}/F$$

Where, (F = amount of Financial Proposal)

### 3.4 Combined and Final Evaluation

3.4.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times T_w + SF \times F_w$$

Where, S is the combined score, and  $T_w$  and  $F_w$  are weights assigned to Technical Proposal and Financial Proposal, which shall be **0.70** and **0.30** respectively. And ST is calculated by considering the highest Technical Proposal ( $T_{MAX}$ ) will be given a technical score (ST) of 100 points. The technical scores of other proposals will be computed as follows:

$$ST = 100 \times T/T_{MAX}$$

Where, (T = absolute score of Technical Proposal)

3.4.2 The **Selected Bidder shall be the first ranked Bidder** (having the **highest combined score**) (i.e. H-1). The Authority reserves the right to take action as per the Bid Security Declaration in accordance with the provisions of Clause 2.20.3 of Invitation for Proposal, in case the first-ranked Bidder withdraws, or fails to comply with the requirements specified in

Clauses 2.25, 2.29 and 2.30 of Invitation for Proposal, as the case may be.

#### **4 Fraud and Corrupt Practices**

4.1 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, the Authority 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, anti-competitive practice, coercive practice, conflict of interest, obstructive practice in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, take action as per the Bid Security or Bid Security Declaration, or forfeit and appropriate the Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 of Invitation for Proposal herein above and the rights and remedies which the Authority may have under the LOA or the Agreement, if a Bidder or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, anti-competitive practice, conflict of interest, obstructive practice or coercive practice, during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, anti-competitive practice, conflict of interest, obstructive practice or coercive practice, , as the case may be.

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

a) **"Corrupt practice"** making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

b) **"Fraudulent practice"** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes a false declaration or false information for participation in a Procurement Process or to secure a Contract, or in the execution of the agreement;

c) **"Coercive practice"** means harming or threatening to harm persons or their property to influence their participation in the Procurement Process or affect the execution of the agreement;

d) **"Anti-competitive practice"** means any collusion, Proposal-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Bidders, with or without the knowledge of the Authority, that may impair the transparency, fairness, and the progress of the Procurement Process or to establish Proposal prices at artificial, non-competitive levels.

e) **"Conflict of interest"** means participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; if they are part of more than one Proposal in the procurement; or if their personnel have a relationship or financial or business transactions with any official of Authority who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Bidder from the Authority with an intent to gain unfair advantage in the Procurement Process or for personal gain.

f) **"Obstructive practice"** means materially impede Authority's investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying,





falsifying, altering; or by concealing evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing, intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity rights of audit or access to information.

## **5 Miscellaneous**

5.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

5.2 The Authority, 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 Authority 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.

5.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, 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.

5.4 All documents and other information supplied by the Authority or submitted by a Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.

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

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***Appointment of an Agency for conducting Gap Analysis of the 'Production and Processing Clusters in Fisheries Sector'***



**Schedules**



**Schedule-1: Terms of Reference**  
**TERMS OF REFERENCE (ToR)**  
**FOR**

**Appointment of for Appointment of an Agency for conducting Gap Analysis of the 'Production and Processing Clusters in Fisheries Sector'**



**Contents of ToR:**

1. Background
2. Scope of Work
3. Tenure of Assignment
4. Payment Schedule
5. Reference Period of the Study
6. Mechanisms to ensure Data Quality
7. Meetings
8. Miscellaneous

## 1. Background

### A brief overview of the Scheme:

The Department of Fisheries, Ministry of Fisheries, Animal Husbandry and Dairying, Government of India is implementing Pradhan Mantri Matsya Sampada Yojana (PMMSY) for holistic development of fisheries sector in India in a sustainable, responsible, inclusive and equitable manner. The scheme launched on 10th September 2020 is being implemented in all the States and Union Territories for a period of 5 years from FY 2020-21 to FY 2024-25 at an estimated investment of INR 20,050 crores.

During the celebration/ event of 4<sup>th</sup> Anniversary of PMMSY & Andaman Investors Meet 2024, the Department of Fisheries, GoI announced development of Clusters along value chains to improve livelihood opportunities and boost economic activities in the region. The indicative fisheries related areas identified for development as production and processing fisheries clusters include; Pearl, Seaweed, Ornamental Fisheries, Reservoir Fisheries, Fishing Harbour, Saline Water Aquaculture, Cold Water Fisheries, Sea Cage Culture, Freshwater Aquaculture, Brackishwater Fisheries, Island Fisheries Clusters, Organic Fisheries, Wetland Fisheries and other areas as per the sectoral and location specific needs.

a. The initial targeted clusters are as follows:

- Pearl Cluster in Hazaribagh District and nearby places in Jharkhand
- Ornamental Fisheries Cluster at Madurai District and nearby places in Tamil Nadu
- Seaweed Cluster in Lakshadweep
- Tuna Cluster in Andaman and Nicobar

b. The cluster approach is intended to expand to other areas of fisheries and aquaculture such as Reservoir Fisheries, Fishing Harbour, Saline Water Aquaculture, Cold Water Fisheries, Sea Cage Culture, Freshwater Aquaculture, Brackishwater Fisheries, Island Fisheries Clusters, Organic Fisheries, Wetland Fisheries etc.

The cluster initiative aims to create an ecosystem that promotes business opportunities and livelihoods for local residents, accelerating organized growth in the respective sector, contributing to the overall economic development of the region. In this regard, it has been decided to conduct an extensive feasibility Study to assess the viability of the cluster and gaps in value chain to plan proper interventions to make the value chain fully functional. In this regard, NFDB being the implementing agency for cluster formation under its Annual Action Plan-2024-25 under CS of PMMSY, decided to engage of an Agency to conduct Gap Analysis of these listed activities.

### **List of identified areas for Gap Analysis in Production and Processing Clusters in Fisheries Sector**

S. No.	Activity	Identified Clusters' location	
		Locality	State/ UT
a	Pearl Cluster	Hazaribagh District and nearby places	Jharkhand
b	Ornamental Fisheries	Madurai District and nearby places	Tamil Nadu
c	Seaweed Cluster		Lakshadweep
d	Tuna Cluster		Andaman and Nicobar Islands

### **1.1. Objectives of the production and processing clusters for which the Gap Analysis to be conducted**

The cluster approach aim to address critical gaps in fisheries value chain, maximize the sector's potential, private sector participation, leveraging of budgetary resources and directing financial resources for addressing the critical gaps at the identified clusters. Further, the clusters in fisheries would facilitate a collaborative ecosystem for realizing benefits of economies of scale, standardization, collectivisation etc. These benefits will in turn ensure further increase in entrepreneurial ventures and avenues for enhanced livelihood & employment opportunities, incomes to fishers and other fisheries stakeholders. The key objectives are the following;

- To create and promote an ecosystem to establish businesses avenues and livelihood opportunities, focusing on micro, small, medium and large enterprises, individuals, FFPOs, SHGs, JLV/Gs etc.
- To facilitate collectivization, sharing of resources and infrastructure and information, reduction in transactional costs etc. through collective efforts. partnerships and convergences.
- To promote adoption of innovative technologies, fisheries practices to enhance market competitiveness and end-to-end database management.
- To promote Public Private Participation and investments.
- To build stakeholders' capacity and skills in cluster specific interventions through need-based training, skill up-gradation and exposure programmes.
- To facilitate in dovetailing of resources, including convergence of various government schemes to entrench stakeholders in the global value chains.
- To steer the fisheries and aquaculture sector toward more sustainable and environmentally friendly practices to sustain sector growth
- To steer the fisheries sector towards adoption of Good Management Practices and Good Aquaculture Practices.

### **2. Scope Of Work:**

The **Agency/ Organization** shall analyze the Pre-production, Production and post-productions infrastructural and other related aspects for the clusters mentioned above and gaps therein to arrive at the feasibility. The work involves visit to the respective areas of clusters, hold meetings, interviews, surveys with stakeholders, analyse the present scenario, identify the bottleneck & challenges, in improving of available infrastructure with production, processing, technology upgradation, operations, skill-upgradations/trainings, demands for marketing, potential gaps, and interventions for sustaining and expansion of the activity for the benefit of available cluster. Suitable survey questionnaire to be framed and approved by the Authority, document by records, photo, video and other digital forms.

#### **2.1. Pearl Cluster in Hazaribagh District of Jharkhand**

To effectively develop a pearl farming and value chain cluster in Hazaribagh District of Jharkhand, gaps must be identified starting from the pre-production, production, and post-production stages. The key stakeholders include fishers, Fisheries Department, Research Institutes, KVKs, Entrepreneurs, Industries, NGOs, cooperative societies, SHGs, etc. Presently 83 farmers are involved in pearl farming & production. At present, farmers are engaged in rearing bivalves/mussels in cemented tanks, while the surgical implantation of

nuclei and the production of designed pearls are being carried out at a different location. In Ranchi and Seraikela districts, farmers are producing round pearls. In Khunti district, the farmers, who are mostly new, small, and marginal, have recently started pearl production. The partnering districts for this initiative include Hazaribagh (the leading district), Koderma, Bokaro, Ramgarh, Dhanbad, and Giridih.

## **2.2. Ornamental Fisheries Cluster at Madurai District of Tamil Nadu**

To effectively develop an Ornamental fish farming and value chain cluster in the Madurai District of Tamil Nadu, gaps must be identified starting from the pre-production, production, and post-production stages. NFDB has identified 89 farmers. The marketing network extends to towns in South Tamil Nadu and Chennai. The selected cluster site is in Madurai, covering five villages: Malapatti, Anthaneri, Cholavandhan, Vellimalaipatti, and Alathur.

## **2.3. Seaweed Cluster in Lakshadweep**

To effectively develop a seaweed farming and value chain cluster in the Lakshadweep Islands, gaps must be identified starting from the pre-production, production, and post-production stages. The key stakeholders include fishers, the Lakshadweep administration, Fisheries Department, Research Institutes, KVKs, Entrepreneurs, Industries, NGOs, cooperative societies, SHGs, etc. The ICAR-CMFRI has identified 9 locations for seaweed farming in Lakshadweep islands viz., Agatti, Bitra, Bangaram, Chetlath, Kiltan, Kadmath, Kalpeni, Kavaratti & Minicoy. These are the only inhabited islands; hence, the gap analysis can be undertaken there.

## **2.4. Tuna Cluster in Port Blair**

The Andaman and Nicobar Islands (A&N Islands) possess immense potential to emerge as a leading fisheries and aquaculture hub and to export, due to their strategic geographical location near Southeast Asia and possessing rich marine resources, particularly tuna. Despite an estimated harvesting potential of 148,000 tons per annum, current fish production stands at only 49,138 tons, highlighting a significant gap, especially in the oceanic tuna fishery resources. The scope of work to undertake Gap Analysis in the RFP could include the following key points.

The Gap analysis should consider following heads for the respective study:

- i. Analyse the gaps, experience of the fish farmers w.r.t the Inputs, Finance and other aspects related to pre-production
- ii. Analyse the difficulties faced by the fishers/deep sea tuna vessels during fishing, on board process & handling, post harvest quality, maintaining standards for export
  - Availability of necessary fishing boats for tuna fishing and drawbacks
  - Availability of infrastructure facilities viz., Fishing harbor, pre processing, auction, export units
  - Quality standards, hygienic protocols followed on board and after post harvest
  - Communication and safety facilities available for deep sea tuna fishers
  - Season of abundance, size, market price trend in domestic and export
  - Current credit/financing mechanisms in practice
  - Requirement for the present clusters and its expansion (for the stakeholders, by Government, policies, technical, Skills, raw material, infrastructure, others)
  - Availability of seeds of the target species

- Availability of feed or other nutrient requirements
  - Current health management practices Disease Management and predatory aspects.
  - Current credit/financing mechanisms in practice
  - Requirement for the present clusters and its expansion (for the stakeholders, by Government, policies, technical, Skills, raw material, infrastructure, others)
  - Required convergence of schematic assistance and support services from various schemes and programmes of various Government for betterment of the livelihood, quality of the life of fishers/ fish farmers and increase income level of the clusters.
- iii. Analyze the post-production aspects of respective cluster and gaps therein, like:
- Examining the processing infrastructure and capabilities for converting raw seaweed into value-added products. (for Seaweed Cluster only).
  - Post-harvest processing, wherever applicable
  - Developing strategy for backward & forward linkages.
  - Possibilities of buy-back arrangements/ contract farming
  - Evaluating the marketing strategies and branding efforts to promote the products
- iv. Assessing the capacity and conditions of storage facilities.
- v. Evaluating the systems in place for managing waste products from cultivation and processing, including the reuse and recycling of by-products.
- vi. Assessing the availability and condition of processing units and identifying the need for modernization or expansion.
- vii. Conduct market analysis and value chain assessment
- viii. Recommend training programs for local stakeholders, including farmers, fishers, and cooperatives, SHGs, societies on advanced farming and processing techniques.
- ix. Identify the needs and recommend potential organisations for imparting skill development.
- x. Develop a comprehensive financial model outlining projected costs, revenue streams, and profitability for potential investors and stakeholders.
- xi. Assess the economic viability of establishing a seaweed cluster in terms of scale, technology, and necessary investments.
- xii. Develop a framework for sustainable farming practices to prevent over-exploitation, ensure biodiversity preservation, and minimize ecological impacts.
- xiii. Recommend guidelines for maintaining a balance between economic gains and environmental conservation.
- xiv. Identify regulatory challenges and suggest policy interventions that could support cluster development.
- xv. Provide Strategic, Policy, Capacity Building and Technology Adoption Recommendations for Bridging the Gaps
- xvi. Sample size, sample selection process & tools to be used: field study / questionnaire,



primary and secondary data: The sample size is to cover at least 25% targeted Beneficiaries and all stakeholders of each cluster.

*Note: All the reports and the contents created thereof would be the intellectual property of the NFDB /Government of India and would not be published by the agency without prior approval of the NFDB/ Government of India. The project related data or information should not be disclosed by the Agency to any third party without prior approval of the NFDB/ Government of India.*

### **3. Tenure of Assignment:**

The assignment needs to be carried out within 2 (Two) months from the date of issuance of LOA.

### **4. Payment Schedule:**

The payment of professional fees to the agency shall be released on progress-basis after achieving the following milestones to the sanitation of the board:

<b>S. No.</b>	<b>Activity/ Milestone</b>	<b>Time Duration</b>	<b>Payment Release</b>
1.	<p>Inception Report</p> <ul style="list-style-type: none"> <li>Define objectives and scope of the gap analysis.</li> <li>Identify key stakeholders and form a project team.</li> <li>Develop a detailed work plan and timeline.</li> </ul> <p>kick-off meeting to align all stakeholders</p>	7days	20%
2.	<p>Assessment Interim Report</p> <p><b>Data Collection</b></p> <ul style="list-style-type: none"> <li>Conduct stakeholder consultations (meetings, interviews, surveys) to gather inputs.</li> <li>Review existing policies, practices, and infrastructure in fisheries and aquaculture.</li> <li>Collect baseline data on current projects and performance metrics.</li> <li>As-is assessment</li> <li>Study of available documents/literature (Preliminary desk research)</li> </ul> <p><b>Identify Gaps and Bottlenecks &amp; Challenges</b></p> <ul style="list-style-type: none"> <li>Compare current status with desired outcomes and standards (e.g., activities objectives).</li> <li>Analyze constraints (technical, financial, regulatory, and infrastructural).</li> </ul> <p>Develop an interim report highlighting preliminary findings and areas requiring intervention.</p>	30 days	40%

3.	<b>Draft Final Report</b> <b>Stakeholder Validation</b> <ul style="list-style-type: none"> <li>Organize workshops or focus group discussions to validate findings.</li> <li>Incorporate feedback from stakeholders to refine the analysis.</li> </ul> <b>Develop Actionable Recommendations</b> <ul style="list-style-type: none"> <li>Formulate specific, measurable, and time-bound recommendations to address gaps.</li> </ul> <b>Prioritize interventions based on feasibility and impact.</b>	45 days from signing of contract	20% of the total Fees
4.	<b>Final Report</b> <ul style="list-style-type: none"> <li>Prepare a comprehensive report summarizing findings, gaps, and recommendations.</li> </ul> Create a roadmap for implementing prioritized actions, including timelines and resource requirements.	60 days from signing of contract	20% of the total fees
	<b>Total</b>		<b>100% of the total fees</b>

## 5. Consultancy Management Teams

The Procuring Entity shall nominate a Contract Manager/ Consultancy Management Team, and the Consultant shall nominate a counterpart Team Lead to monitor the assignment so that the output is in line with the Procuring Entity's objectives of the Contract.

## 6. Meetings

### 6.1 Review of Phases and Milestones

The Contract Manager and Consultancy Team Lead shall hold progress meetings at various phases and Milestones into which the assignment is divided as per Annexure A. Unless otherwise indicated in the contract, the following actions would be taken during such progress meetings.

- a) *Kick-off Meeting:* The contract Manager and the Consultancy Team Lead shall meet at the start of the assignment to ensure that the Contract requirements are clearly understood by all concerned and that the Contract Management procedures are finalized.
- b) *Inception Phase Review:* The inception meeting shall be held at a period after the effective date of the contract or, if not so specified, within 7 days of the effective date. Before this meeting, the consultant must provide a draft Inception Report for discussion. The Consultant shall submit a final Inception Report within the specified time in the 'Terms of Reference'. Template for Inception Report may be agreed to beforehand in the Inception Meeting. It should, at the minimum, cover comments and suggestions on the following:
  - i. Terms of Reference
  - ii. Work plan and staffing schedule.

### 6.2 Periodic Reviews

Unless otherwise decided by the Contract Manager and the Consultancy Team Lead, periodic review meetings (monthly if not otherwise stipulated) shall be held to review the pace of progress as compared to the Work Plan and remedial actions thereto.



### **6.3 Deliverables Reviews**

The contract Manager and Consultancy Team Lead may hold other meetings to review and approve specific deliverables or phases (including Interim and Final Reports) as specified in contract or as agreed between the parties.

### **7. Miscellaneous**

8.1 The authorized officials of the Authority may visit the Consultant's Project Office or field locations any time during office hours for inspection and interaction with the Consultant's Personnel.

8.2 The Consultant shall mobilize and demobilize its Professional Personnel and Support Personnel with the concurrence of the Authority and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office. These time sheets/ attendance sheets shall be made available to the Authority as and when asked for and a copy of such record shall be submitted to the Authority at the end of each calendar month.

8.3 All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Authority in soft form apart from the reports indicated in the Deliverables (section 5 of TOR). The study outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the Deliverables of the Consultant and execution of the

Agreement. The Authority shall issue a certificate to that effect. The Consultancy shall in any case be deemed to be completed by mutual consent of the Authority and the Consultant.



**Schedule-2: Form of Agreement  
Agreement**

**For**

**Appointment of an Agency for conducting Gap Analysis of the  
'Production and Processing Clusters in Fisheries Sector'**

**AGREEMENT WILL BE PROVIDED TO THE SUCCESSFUL BIDDER ALONG AFTER  
CONSENT FOR THE LETTER OF AWARD (LOA)**



**Annex-1: Terms of Reference  
(Refer RFP)**



**Annex-2: Deployment of Personnel**  
**(Provide the detailed list of Personnel)**





**Annex-3: Estimate of Personnel Costs**

**(Not applicable)**



**Annex-4: Cost of Services**  
**(not applicable)**



**Annex-5: Payment Schedule  
(Refer Terms of Reference)**

**Annex-6: Bank Guarantee for Performance Security**  
**(Applicable after the consent of LOA)**

To

.....  
.....  
.....

1. In consideration of ..... acting on behalf of the [President of India/Governor of .....] (hereinafter referred as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to ....., having its office at .....(hereinafter referred as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. .... dated ..... valued at ₹ ..... (Rupees .....), (hereinafter referred to as the "Agreement") the assignment for consultancy services in respect of the ..... Project, and the Consultant having agreed to furnish a Bank Guarantee amounting to ₹ ..... (Rupees ..... ) to the Authority for performance of the said Agreement. We, ..... (hereinafter referred to as the "Bank") at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding ₹ ..... (Rupees ..... ) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding ₹ ..... (Rupees.....).

3. We, ..... (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, ..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, ..... (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to



postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6 This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8 For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to ₹ ..... crore (Rupees ..... crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [..... (indicate the date falling 365 days after the date of this Guarantee)].

For .....

Name of Bank:

Seal of the Bank:

Dated, the .....day of ....., 20.....

(Signature, name and designation of the authorized signatory)

#### NOTES:

(i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

(ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

### **Schedule 3: Guidance Note on Conflict of Interest**

1. This Note further explains and illustrates the provisions of Clause 2.3 of the Invitation for Proposal and shall be read together therewith in dealing with specific cases.

2. Consultants should be deemed to be in a conflict-of-interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.

3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future contractors. Some of the situations that would involve conflict of interest are identified below:

**(a) Authority and consultants:**

(i) Potential consultant should not be privy to information from the Authority which is not available to others;

(ii) potential consultant should not have defined the project when earlier working for the Authority;

(iii) potential consultant should not have recently worked for the Authority overseeing the project.

**(b) Consultants and contractors:**

(i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential contractor save and except relationships restricted to project-specific and short-term assignments; or

(ii) no consultant should be involved in owning or operating entities resulting from the project; or

(iii) no consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.

5. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the consultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution.

As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.





7. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.

8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest but should also report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.



## **Appendices**



## **Appendix-I: Technical Proposal**

### **Form-1**

#### **Letter of Proposal**

#### **(On Bidder's letter head)**

(Date, Reference)

To,

.....

.....

.....

Subject: Appointment of an Agency for conducting Gap Analysis of the 'Production and Processing Clusters in Fisheries Sector'

Dear Sir/ Madam,

1. With reference to your RFP Document dated ....., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the ..... Project. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.

4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise, and hereby waive our right to challenge the same on any account whatsoever.

6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any 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 or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:

(a) I/We have examined and have no reservations to the RFP Documents, including any Corrigendum/Addendum issued by the Authority:

(b) I/We do not have any Conflict of Interest in accordance with Clause 2.3 of the Invitation for Proposal:

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, anti-competitive practice, coercive practice, conflict of interest, obstructive practice as defined in Clause 4.3 of the Invitation for Proposal, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State: and

(d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the Invitation for Proposal, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, anti-competitive practice, coercive practice, conflict of interest, obstructive practice.



8. I/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 Consultant, without incurring any liability to the Bidders in accordance with Clause 2.8 of the Invitation for Proposal.
9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates 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 Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/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 Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
13. I/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 the Authority [and/ or the Government of India] in connection with the selection of consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. The Bid Security or Bid Security Declaration Form is attached, in accordance with the RFP document.
15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
17. A Notarised Power of Attorney/Board Resolution document in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Appendix-I Form-4.
18. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an agreement in accordance with the form at Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
19. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder / Lead Member)

#### **APPENDIX-I**



**Form-2**  
**Particulars of the Bidder**

Sl. No.	Details to be furnished by the bidder
1.	<b>Title of Consultancy Agency/organization/ institutes:</b> Gap Analysis Study for Government Scheme/Program
2.	<b>Title of Project:</b> Appointment of an Agency for conducting Gap Analysis of the 'Production and Processing Clusters in Fisheries Sector'
3.	State whether applying as Sole Firm or Lead Member of a consortium:
4.	State the following: <b>(i) Details of the Bidder:</b> Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business: <b>(ii) Details of the Authorized Representative of the Bidder:</b> Name: Designation: Company: Address: Phone No.: E-mail address:
5.	If the Bidder is Lead Member of a consortium, state the following for each of the other Member Firms: (i) Name of Firm: (ii) Legal Status and country of incorporation (iii) Registered address and principal place of business.
6.	For the Bidder, (in case of a consortium, for each Member), state the following information: (i) In case of non-Indian Firm, does the Firm have business presence in India?

	<p align="right"><b>Yes/No</b></p> <p>If so, provide the office address(es) in India.</p> <p>(ii) Has the Bidder or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?</p> <p align="right"><b>Yes/No</b></p> <p>(iii) Has the Bidder/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years?</p> <p align="right"><b>Yes/No</b></p> <p>(iv) Has the Bidder or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?</p> <p align="right"><b>Yes/No</b></p> <p>(v) Has the Bidder or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?</p> <p align="right"><b>Yes/No</b></p> <p><b>Note:</b> If answer to any of the questions at (ii) to (v) is <b>yes</b>, the <b>Bidder is not eligible</b> for this consultancy assignment.</p>
7.	<p>(i) Does the Bidder's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer?</p> <p align="right"><b>Yes/No</b></p> <p>(ii) If yes, does the Bidder (and other Member of the Bidder's consortium) agree to limit the Bidder's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?</p> <p align="right"><b>Yes/No/Not Applicable</b></p>
8.	<p>(i) Does the Bidder intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</p> <p align="right"><b>Yes/No</b></p> <p>(ii) If yes, does the Bidder agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?</p> <p align="right"><b>Yes/No/Not Applicable</b></p> <p>(iii) If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?</p> <p align="right"><b>Yes/No/Not Applicable</b></p>
	<p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.</p>





***Appointment of an Agency for conducting Gap Analysis of the 'Production and Processing Clusters in Fisheries Sector'***



	<p><b>(Signature, name and designation of the authorized signatory)</b></p> <p><b>For and on behalf of.....</b></p>
--	---



**APPENDIX-I**

**Form-3**

**Statement of Legal Capacity  
(On Bidder's letter head)**

Ref. Date:

To,

.....  
.....  
.....

Dear Sir/ Madam,

Sub: RFP for Appointment of an Agency for conducting Gap Analysis of the 'Production and Processing Clusters in Fisheries Sector'

I/We hereby confirm that we, the Bidder (along with other members in case of consortium, the constitution of which has been described in the Proposal), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that ..... (insert Bidder's name) will act as the Lead Member of our consortium.

I/We have agreed that.....(insert individual's name) will act as our Authorized Representative/ will act as the Authorized Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....



## **APPENDIX-I**

### **Form-4**

#### **Notarised Power of Attorney**

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr. / Ms..... son/ daughter/ wife and presently residing at....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for Appointment of an Agency for conducting Gap Analysis of the 'Production and Processing Clusters in Fisheries Sector' proposed to be developed by the ..... (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, .....THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of ₹ 100 (hundred) and duly notarised by a notary public.



***Appointment of an Agency for conducting Gap Analysis of the 'Production and Processing Clusters in Fisheries Sector'***



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 legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.



APPENDIX-I

Form-5

Financial Capacity of the Bidder

(Refer Clause 2.2.2 (B) of Invitation for Proposal) Sl. No.	Financial Year	Annual Revenue (₹)
1.	2021-22	
2.	2022-23	
3.	2023-24	
Avg. Annual Revenue		

**Certificate from the Statutory Auditor<sup>1</sup>**

This is to certify that.....(name of the Bidder) has received the payments shown above against the respective years on account of value of the assignment.

Name of the audit firm:  
Seal of the audit firm  
Date:  
UDIN:

(Signature, name and designation of the authorized signatory)

**Note:** Please do not attach any printed Annual Financial Statement. In case relevant extracts of duly audited Annual Financial Statements containing the requisite details are provided, duly countersigned by the authorized signatory, a separate certification by statutory auditors would not be necessary in respect of clause 2.2.3 of Invitation for Proposal.

<sup>1</sup> In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.



## APPENDIX-I

### Form-6

#### Particulars of Key Personnel

##### A) Details of Key Personnel:

Sl. No.	Details to be furnished	
1.	Designation of the Key Personnel	
2.	Name of the Key Personnel	
3.	Date of Birth	
4.	Nationality	
5.	Educational Qualification <sup>2</sup>	

##### B) Employment Record/ Overall Professional Experience

(Starting with present position, list in reverse order every employment held):

Sl. No.	Name of Firm	Designation	Start Date	End Date
1.				
2.				
3.				
4.				
5.				

##### C) Details of Relevant Experience:

Sl. No.	Name of Firm	Designation	Start Date	End Date	Work Description (Within 1000 words)	Sector
1.						
2.						
3.						
...						

##### D) Publications (Journal shall be available on [www.scopus.com/sources](http://www.scopus.com/sources)):

Sl. No.	Key Personal	Title of Publication	Name of the Journal	Year of Publication	SCI/ Scopus Index (Yes/No)
1.					
2.					
3.					
...					

##### Certification:

<sup>2</sup> For degrees obtained from the accredited foreign Boards/universities, the Bidder shall furnish a self-declaration on the academic equivalence to the 'Minimum Educational Qualifications' as defined in Clause 2.2.2 (D).





***Appointment of an Agency for conducting Gap Analysis of the 'Production and Processing Clusters in Fisheries Sector'***



a. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

b. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

Place.....

Date.....

(Signature and name of the Key Personnel)

(Signature and name of the authorized signatory of the Bidder with seal)



**APPENDIX-I**

**Form-7**

**Proposed Methodology and Work Plan**

**(Refer Clause 2.4 of Schedule-1, Terms of Reference)**



## APPENDIX-I

### Form-8

#### Eligible Assignments of the Bidder (Refer Clause 3.1.4 of Invitation for Proposal)

S. N o.	Name of the Assignment	Brief Description of the Assignment (Within 1000 characters)	In the assignment related to Agriculture and allied sector in India?	Is the assignment related to gap analysis studies in Fisheries Agriculture and allied sector in India?	Sample size of the assignment (No. of respondents)	Name of the Client & Address	Client Category	Name & Telephone no. of Client's representative	Value of the assignment as per the contract / work order/ agreement (in ₹)	Start Date of the Assignment	End Date of the Assignment	Description of Services performed by the Bidder (Within 1000 characters)	Assignments with GOI/State Government of India/UN/Multilateral or Bilateral Agencies in Agriculture and allied sector (Yes/ No)
1.													
2.													
3.													
...													



**APPENDIX-I**

**Form-9:**

**Deployment of Personnel**

Sl. No.	Designation	Name	Man Days		Man Days by Week Numbers								
			On-field	In-office	1	2	3	4	5	6	7	8	...
1.													
2.													
3.													
...													
Total Man-days													



**Appointment of an Agency for conducting Gap Analysis of the 'Production and Processing Clusters in Fisheries Sector'**



**APPENDIX-I**

**Form-10:**

**Other Support Team Members**

S. No.	Item of Work/ Activity	To be carried out by		Man Days by Week Numbers								
		Name	Designation	1	2	3	4	5	6	7	8	...
1.												
2.												
3.												
...												



**APPENDIX-I**

**Form-11<sup>3</sup>**

**Bid Security Declaration Form**

**(On Bidder's letter head)**

(Date, Reference)

To,

.....

.....

.....

Subject: Bid Security Declaration for Appointment of an Agency for conducting Gap Analysis of the 'Production and Processing Clusters in Fisheries Sector'.

Dear Sir/ Madam,

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, proposals must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because

I/We,

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our proposal during the period of proposal validity specified in the RFP; or

(b) having been notified of the acceptance of our proposal by the Authority during the period of proposal validity (i) fail or refuse to execute the Agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to the Bidders.

I/We understand that this Bid Security Declaration will become invalid if I/we am/are not the successful Bidder, either upon the earlier of (i) receiving your notification of the successful Bidder's name or (ii) thirty days after the expiration of the validity of my/our Proposal.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder/Lead Member)

<sup>3</sup> Only applicable to Government owned universities/academic institutions



**APPENDIX-I**

**Form-12<sup>4</sup>**

**Letter of Intent (LOI) for Technical Collaboration  
(On Bidder's letter head)**

(Date and Reference)

To,

.....  
.....  
.....

Subject: Agreement for technical collaboration for conducting Gap Analysis of the 'Production and Processing Clusters in Fisheries Sector'

Dear Sir,

With reference to your RFP Document dated ..... , I/ we, have entered into a technical partnership for conducting Gap Analysis of the 'Production and Processing Clusters in Fisheries Sector'. I/we, hereby, agree to collaborate and ensure direct involvement of the university/institution in carrying out the activities related to .....

I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating details related to the partnership as well as updates during the implementation of the primary survey.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder / Lead Member)

(Signature, name and designation of the authorised signatory)

(Name and seal of representative of university/ academic institution)

---

<sup>4</sup> Separate signed LOIs to be submitted for each collaboration prior to award of contract.



**APPENDIX-I**

**Form-13**

**Similar Assignments of the Organization for ongoing projects  
(On Bidder's letter head)**

Sl. No.	Details	To be filled by the bidder
1	Name of the Project:	
2	Description of services performed:	
3	Name of client and Address: (indicate whether public or private)	
4	Name, Email and telephone no. of client's representative:	
5	Estimated capital cost of the Project (in Rs crore):	
6	Start date of the services (month/ year):	
7	Finish date of the services (month/ year):	
8	Brief description of the Project (With in 100 words):	





**APPENDIX-I**  
**Form-14**  
**Integrity Pact (After consent of LOA)**



**Appendix-II:**  
**Financial Proposal**  
**Form 1**  
**Covering Letter**  
**(On Bidder's letter head)**

(Date, Reference)

To,

.....

.....

.....

Dear Sir/ Madam,

**Subject:** conducting Gap Analysis of the 'Production and Processing Clusters in Fisheries Sector'

I/We, ..... (Bidder's name) enclose the Financial Proposal for selection of my/our firm as consultant for above mentioned subject.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

**Note:** The Financial Proposal is to be submitted strictly as per forms given in the RFP.

**APPENDIX-II**  
**(See Invitation for Proposal)**

**Form-2**  
**Financial Proposal**

Sl. No.	Description	Amount In INR
<b>A.</b>	<b>Personnel Costs</b>	
i.		
ii.		
	Sub-Total Of Personnel Cost (A)=	
<b>B.</b>	<b>Local Costs</b>	
i.		
ii.		
iii.		
iv.		
v.		
vi.		
	Sub-Total Of Local Cost (B)=	
<b>C.</b>	<b>Sub-Total Of (A) + (B)=</b>	
<b>D.</b>	<b>Overhead Expenses@. % Of (C)=</b>	
	Total Cost (Excluding GST) =	
<b>E.</b>	<b>Goods And Services Tax (GST)=</b>	
<b>F.</b>	<b>Total Cost (Including Taxes) (C+D+E) (In INR)</b> In Indian Rupees ..... (In Figures) ..... (In Words)	

**Note:**

1. The financial evaluation shall be based on the total cost exclusive of GST.
2. Estimate of Costs for Item A-I and A-II shall be as per Form-3.
3. Miscellaneous Expenses in Item B (VI) shall not exceed 15% (fifteen per cent) of the total amount in Item C.
4. No escalation on any account will be payable on the above amounts.
5. All other charges not shown here, and all insurance premia are considered included in the person day rate/ overhead/ miscellaneous expenses.
6. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.

**Format (Model only)**

**Abstract of the Gap analysis study**

**(May liable to be modified by the NFDB before submission of report)**

**(to be submitted at the end of the gap analysis study along with the final report)**

	Existing State of cluster	Ideal State for the cluster	Gaps	Action Items to fill the gaps	Anticipated income in production	Anticipated socio-economics of the cluster	Anticipated additional employment (Direct and Indirect separately)	Potential areas for the cluster development, if any
Pre-production								
Production								
Post-production								