Tele : 044-23460460
Reply should be addressed to
The Commander

MUKHYALAYA
TATRAKSHAK ZILA NO.5(TN)
Headquarters
Coast Guard Dist No.5(TN)
User's Office Complex, Clive Battery
Chennai - 600 001

DHQ-5/447/1/ARC FP (FISH FRESH)

10 Sep 18

M/s________________________
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INVITATION OF BIDS FOR SUPPLY OF FISH FRESH (GROUP-V) TO COAST GUARD DISTRICT NO.5 FOR ANNUAL RATE CONTRACT FROM 01 NOV 2018 TO 31 OCT 2019

REQUEST FOR PROPOSAL (RFP) NO. DHQ-5/447/1/ARC FP (FISH FRESH) DATED SEP 18

Dear Sir,

1. Bids in sealed cover are invited for Annul rate contract for "Supply of Fish Fresh (Group-V) to Coast Guard District Headquarters -5, Chennai" against this RFP. Please **subscribe the above mentioned title, Request for Proposal (RFP) number, date of opening of the bids** and **Name & address of the Firm** on the sealed cover to avoid the bid being declared invalid.

2. Address and contact number for sending Bids or seeking clarifications regarding this RFP are given below:-

(a)	Bids/queries to be addressed to	:	The Commander, (for DLOGO)
(b)	Postal address for sending the bids	:	Headquarters Coast Guard District No. 05 (TN) User's Office Complex, Clive Battery Chennai - 600 001
(c)	Name/Designation of the contact personnel	:	Commandant Aniket Singh District Logistics Officer Headquarters Coast Guard District No. 05 (TN) User's Office Complex, Clive Battery Chennai - 600 001
(d)	Telephone number of the contact personnel	:	044 - 23460455
(e)	E-mail ids of contact personnel	:	dhq5@indiancoastguard.nic.in
(f)	Fax number	:	044-23460456

3. This RFP is divided into five Parts as follows:

a. **Part-I** – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

b. **Part-II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

c. **Part-III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

d. **Part-IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

e. **Part-V** – Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

Thanking You,

(Aniket Singh)
Commandant
District Logistics Officer
for Commander
Coast Guard District No. -5 (TN)

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids: 1030 Hrs on 26 Sep 18.**

2. **Manner of depositing the Bids**: The technical and commercial bids are to be submitted in two separate sealed envelopes, duly marked as " Technical Bid for RFP NO. **DHQ-5/447/1/ARC FP (FISH FRESH) dated Sep 18** and "Commercial Bid for RFP NO. **D4HQ-5/447/1/ARC FP (FISH FRESH) dated Sep 18**". The quotes are to be super-scribed with your firms name, address, and official seal and inked signed by Owner/authorised representative of the tenderer. Sealed bids addressed to **"The Commander, Headquarters, Coast Guard District No. 5 (TN), User's Office Complex, Clive Battery, Chennai - 600 001".**

3. **Time and date for Opening of Bids: : 1030 Hrs on 26 Sep 18** (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. **Location of the Tender Box:** Bids are to be dropped in the tender box marked as **GENERAL TENDER BOX,** kept in the **Store Office of CGDHQ-5**, or to be sent by registered post so as to reach this office by due date and time (as specified in RFP). Bids dropped in the wrong Tender Box will be rendered invalid. No responsibility will be taken for postal delay or non delivery/non receipt of tender documents.

5. **Place of opening of the Bids: Conference Hall, CGDHQ – 5, Chennai**. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. **Two-Bid system**:

(a) The **Technical Bid would be opened** on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer. **Vendor to submit Technical and Commercial bids** in **separate covers** as per format **Appendix-B** and **Appendix-C** respectively. **Instructions** for submission of **Technical bid** as per **Appendix-A** .

(b) Please **write the title on** the sealed **technical bid** cover as **"Technical Bid for Supply of Fish Fresh (Group V)" , Request for Proposal (RFP) number and date of opening of the bids** to avoid the bid being declared invalid. **The EMD is to be deposited alongwith the Technical Bid.**

(c) Please **write the title on** the sealed **commercial bid** cover as **"Commercial Bid for Supply of Fish Fresh (Group V)" ,Request for Proposal (RFP) number and date of opening of the bids** on the sealed cover to avoid the bid being declared invalid.

7. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 05 (five) days prior to the date of opening of the Bids.

9. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not

later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD/ Conditional tenders will be rejected.

12. **Unwillingness to quote**: Not applicable.

13. **Validity of Bids:** The Bids should remain **valid till 120 days** from the last date of submission of the Bids.

14. **Earnest Money Deposit (EMD)**: Bidders are required to submit Earnest Money Deposit (EMD) submitted in the form of an **Account Payee Demand Draft** in favour of **Public Fund Account, ICGS Chennai, Account No. 60251010001252** from any of the **Nationalized Bank** for an amount of **Rs. 70,000/-(**Rupees **Seventy Thousand** only**)** along with their bids. The EMD may be submitted in the form of an account payee demand draft, fixed deposit Receipt, banker's cheque or bank guarantee from any of the public sector Banks or a private sector bank authorized to conduct government business as perform DPM-16 (available in mod website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The bid security of the successful bidder would be returned, without any interest whatsoever, after the receipt of performance Security from them as called for in the contract. EMD is not required to be submitted by those bidders who are registered with the central purchase Organization (e.g. DGS&D), national small industries corporation (NSIC) or Any department of MoD or MoD itself. The EMD will be forfeited if the bidder Withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

15. **Pre-bid Conference.** The pre-bid conference will be conducted at **1100 Hrs** on **20 Sep 18** in the Conference Hall, CGDHQ-5(TN), Chennai. The participating firms are required to depute their representative (s) to attend the meeting.

PART - II

ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

16. The details of items required is as follows :-

Sl No	Description	Deno	Qty for One year	**Remarks**
1.	FISH ROHU	Kgs	600.000	Items will be required to supply for to DHQ-5 for a period of 12 months on day-to-day requirement basis as per the requirement of the CGDHQ-5
2.	FISH KATLA	Kgs	600.000	
3.	FISH PAMPLET	Kgs	840.000	
4.	FISH SURMAI	Kgs	840.000	
5.	FISH PERCH	Kgs	600.000	
6.	PRAWNS(MEDIUM)	Kgs	744.000	
		Total	**4,224.000**	

17. **Specifications**

Quality

(a) The fish shall be fresh, sound wholesome and in all respect fit for human consumption.

(b) The fish tendered shall be of varieties and proportions approved by the purchasing consultation with the local veterinary authority of the local medical authority if the former is not available

(c) The fish shall be tendered whole, i.e. with tail, fin, and head intact. if it is co desired, the tail, fin and head may be removed after the fish has been approved for acceptance.

(d) Generally the fish fresh will only be tendered however, during the closed and off season fish in frozen state may be tendered if fresh fish is not available.

Packing

(e) The fish shall be supplied in suitable clean containers designed to protect the fish from contamination of any kind.

Inspection

(f) All fish tendered by contractor for the Armed Forces will be inspected and passed fit or human consumption by the local Army Veterinary authority or the local medical authority if former in not available.

(g) The signs of freshness of fish are as follows:-

(i) The fish looks alive in i.v. the eyes are bright and NOT sunken.
(ii) The fish is firm, classic and adherent to the bone.
(iii) The fish are of bright red colour and the skin is unbroken and glistening.
(iv) The fish is free from the typical smell of decomposition.

Issues

(h) Issues to the units will be on the following basis:-

(j) If fish fresh is supplied complete with head, tail, fin and guts actual entitlement plus 25 percent.

(k) If the head, tail and fin are removed (but without removing the guts) actual entitlement plus 12.5 percent.

(l) If gutted but with heads, tail and fin intact - actual entitlement plus 12.0 percent.

(m) If head, fins, tail and guts are removed - actual weight.

18. **Two Bid System –** Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. Vendor to submit technical bid and commercial bids in separate covers as per format at enclosures.

19. **Delivery and Transportation.** Items are to be delivered onboard CGDHQ-5/RIK stand within given time in the supply order.

20. **Consignee Details :** The Commanding Officer
ICGS Chennai

PART-III – STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

21. **Law:** The contract shall be considered and made in accordance with the laws of Republic of India. The contract shall be governed by and interpreted in accordance with the lows of Republic of India.

22. **Effective Date of the Contract :** The contract shall come into effect on the date of signature of both the parties on the contract and shall remain valid until completion of obligations of the parties under the contract. The deliveries, supplies, and performance of the services shall commence from the effective date of contract.

23. **Arbitration**: All disputes or differences arising out of or in connection with the Contract shall be ttled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

24. **Penalty for use of Undue influence**: The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the uyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

25. **Agents / Agency Commission**: The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way

incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

26. **Access to Books of Accounts**: In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

27. **Non-disclosure of Contract documents**: Except with the written consent of the Buyer/ Selle other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party

28. **Liquidated Damages:** In the event of the your failure to submit the bonds, guarantees and documents, supply the stores/goods and conduct trials, installation of equipment etc. as specified in this contract, this office will have the discretion to withhold any payment until the completion of the contract. This office may, also deduct from the your firm as agreed, liquidated damages to the sum of **0.5%** of the contract price of the delayed / undelivered stores / services mentioned above for every week of delay or part of a week , subject to the maximum value of liquidated damages being not higher than **10%** of the value of delayed stores.

29. **Termination of Contract**: The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases :-

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than 30 days after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The delivery of material is delayed due to causes of Force Majeure by more than 02 month provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

30. **Notices**: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

31. **Transfer and Sub-letting**: The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

32. **Patents and other Industrial Property Rights**: Not Applicable.

33. **Amendments**: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

34. **Taxes and Duties**

(a) **In respect of Foreign Bidders:** All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present contract in their respective countries.

(b) **In respect of Indigenous bidders**

(i) **GST** :- The Bidders are required to spell out the rates GST and any other tax levied by Government etc in unambiguous terms, otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty/Excise Duty/ VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in price. Failure to do so may result in ignoring of such offers summarily. If a bidder is exempted from payment of Customs duty /Excise duty /VAT duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have . if any concession is available in regard to rate/quantum of Customs duty /Excise Duty/VAT, it should be brought out clearly Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes livable later on, will not be accepted unless in such cases it is clearly stated by a bidder that excise duty will not be charged by him even if the same becomes. Applicable later on in respect the Bidders who fail to comply with this Requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of the comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

35. **Pre-Integrity Pact Clause**: Not Applicable.

Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

36. **Performance Security Deposit: The performance Security Deposit :** The bidder will be required to furnish a Performance Security Deposit in the form of an **Account Payee Demand Draft** in favour of **Public Fund Account, ICGS Chennai, Account No.60251010001252** from any of the **Nationalized Bank** for an amount equal to **10% of the contract value** to be submitted within **15 days** on receipt of supply/ work order. The performance Security Deposit should remain valid for a period of sixty days beyond the date of completion of contractual obligations including warranty. In case non-adherence of delivery schedule for all parables liquidated damage will be deducted from this amount.

37. **Option Clause**: The Contract will have an Option Clause, wherein the buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract.

38. **Repeat Order Clause:** The contract will have a Repeat Order clause, wherein the Buyer can order upto 50% quantity of the items under the completion of this contract, the cost, terms & conditions remainin the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

39. **Tolerance Clause**: To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 20% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the seller. While awarding the contract, the quanity ordered can be increased or decreased by the Buyer within this tolerance limit.

40. **Payment Terms for Indigenous Sellers -** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The full payment on delivery and acceptance by the userpayment will be made on production of the requisite documents.

41. **Payment terms for Foreign Sellers:**-Not Applicable.

42. **Advance Payments**: No advance payment(s) will be made.

43. **Paying Authority: The Defence Controller of Defence Accounts (Navy), Chennai.**

a. **Indigenous Sellers**– (Name and address, contact details). The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill: (i) Ink signed copy of Invoice (ii) Copy of Supply order (c) Inspection Note

i. Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi

ii. receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.

iii. Exemption certificate for Excise duty / Customs duty, if applicable.

iv. Bank guarantee for advance, if any.

v. Guarantee / Warranty certificate.

vi. Performance Bank guarantee / Indemnity bond where applicable.

vii. DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD. Details

viii. for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order).

ix. Any other document/certificate that may be provided for in the Supply order.

x. User Acceptance.

xi. Xerox copy of PBG.

(Note – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

44. **Fall clause:** Not Applicable

45. **Exchange Rate Variation Clause**: Not Applicable

46. **Risk & Expense clause –**

a. Should the stores/ services or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

b. Should the stores/ services or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

c. In case of a material/ services breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

d. Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 150% of the value of the contract."

47. **Force Majeure clause**

a. Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

e. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

48. **Buy-Back offer**: Not Applicable.

49. **Specification**: As per Para 17 of Part II.

50. **OEM Certificate** : Not Applicable.

51. **Export License**: Not Applicable.

52. **Earliest Acceptable Year of Manufacture**: Not Applicable.

53. **Buyer Furnished Equipment**: Not Applicable.

54. **Transportation**: Not Applicable

55. **Air lift** : Not Applicable.

56. **Packing and Marking**: Seller is required to supply fresh fruit in proper packing so as to avoid damage to the items. Any loss due to improper packing will be the liability of the seller.

57. **Quality**: The quality of the services delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same services in modification to the services suggested by the Buyer. Such modifications will be mutually agreed to.

58. **Quality Assurance**: Not Applicable.

59. **Inspection Authority:** Inspection will be carried out by the Dist Logistics Officer or any staff/person nominated by the consignee.

60. **Pre -Dispatch and Post Receipt Joint Inspection** Not applicable.

61. **Franking clause** – The following Franking clause will form part of the contract placed on successful Bidder –

a. **Franking Clause in the case of Acceptance of Goods** "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract".

b. **Franking Clause in the case of Rejection of Goods** "The fact that the goods have bee inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."

62. **Claims**: The following Claims clause will form part of the contract placed on successful Bidder –

a. The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

b. The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

c. The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request) .

d. The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

e. The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

f. Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

g. The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

63. **Warranty**: The fresh provisions should be supplied well within the expiry date.

64. **Product Support:** Not Applicable.

65. **Annual Maintenance Contract (AMC) Clause** : Not Applicable.

66. **Engineering Support Package (ESP) clause** : Not Applicable.

67. **Price Variation (PV) Clause** : Not Applicable.

Part V – Evaluation Criteria & Price Bid issues

68. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:

a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

b. In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

c. The Lowest Bid will be decided upon the **lowest basic price** quoted by the particular Bidder as per the Commercial Bid submitted in the format mentioned at **Appendix "C"**. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders on final cost **will not be** used in evaluation criteria for L-1 determination. The L-1 will be determined on lowest rate of each item in Group-V

d. The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

e. In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.

f. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

g. The Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method at a discounting rate of___ %. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.

h. The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

j. Any other criteria as applicable to suit a particular case.

69. **Price Bid Format**: The Price Bid Format as per Appendix-C required to be filled up correctly with full details.

Appendix-'A'

INSTRUCTIONS FOR SUBMISSION OF TECHNICAL BID

1. The Technical Bid should consist of the documents in the sequence given below :-

(a) Index page indicating the technical bid contents with appropriate page numbers.

(b) The Vendor Compliance Report & Information at **Appendix-D** along with the required supporting documents in the same sequence

(c) The Compliance matrix for Technical Evaluation Criteria stated at **Appendix-B** along with the required supporting documents in the same sequence.

(d) Assumptions, Exclusions, Concessions, Deviations on the **Standard** and **Special Conditions** of Request For Proposal (RFP).

(e) **Earnest Money Deposit (EMD)** is to be deposited alongwith the technical bid.

(f) Any additional relevant document on Company Profile, Employee Profile etc not exceeding 10 pages.

Note: Technical Bids not submitted in accordance with above format would be rejected.

Appendix-B

(Refers to Para 6 of RFP Part-I)

TECHNICAL EVALUATION COMPLIANCE MATRIX

Sl	Para of RFP	Criteria	Compliance (Yes/No)	Reasons for Non-compliance	Supporting Documents
	Part –I	**General Information**			
	6 to 7	Two bid system & forwarding of bids			
	7	GST NO. / Bank Address etc			Attach Photocopies
	11	Rejection of bids			
	13	Validity of Bids : 120 Days			
	14	EMD deposit			
	15	Pre bid conference – 20 Sep 18 at 1100 hrs at Conference Hall, CGDHQ -5, Chennai			
	Part II	**Essential Details of Items/Services Required**			
	16	Details of requirement			
	17	Specification			
	Part III	**Standard condition of Request For Proposal (RFP**			
	21	Law			
	22	Effective Date of the Contract			
	23	Arbitration			
	24	Penalty for use of undue influence			
	25	Agent/agency Commission			
	26	Access to Books of Accounts			
	27	Non-disclosure of Contract documents			

	28-29	Liquidated Damages and termination of Contract			
	30	Notices			
	31	Transfer and sub-letting			
	33	Amendments			
	34	Taxes and Duties			
	Part IV	**Special Conditions**			
	36-40	Performance bond/ bank guarantee, security deposit/Option Clause/Repeat Order Clause/Tolerance Clause			
	40	Payment Terms			
	42	Advance Payments			
	43	Paying Authority			
	46	Risk & Expense clause			
	47	Force Majeure			
	54	Transportation			
	56	Packing and marking			
	57	Quality			
	59	Inspection Authority			
	60	Pre-dispatch and post receipt joint inspection			
	61	Franking clause			
	62-63	Claims & Warranty			
	Part-V	**Evaluation criteria & Price bid issues**			
	68	Evaluation criteria			

Note: In case necessary documentary proofs are not enclosed the firm would be rejected during Technical Evaluation.

Signature with date & Stamp of Firm

Appendix-C

(Refers to Para 16 of RFP Part-II)

FORMAT FOR COMMERCIAL BID FRESH FISH

Earnest Money Deposit : **Rs. 70,000/-(**Rupees **Seventy Thousand** only**)**

Amount of Security Deposit : 10% of the Contract value in the form of Performance Security Deposit

Period or duration of Contract and Limit within which the contract will be in force: **12 MONTHS FROM AWARD OF CONTRACT INCLUDING TERMS AND CONDITIONS OF RFP**

CONTRACT FOR - "FISH FRESH (GROUP-V)"

Sl. No.	Description	Deno	Basic Rate (Including other Expenditures)	GST (if leviable as per Govt Orders)	Amount
1.	FISH ROHU	Kgs			
2.	FISH KATLA	Kgs			
3.	FISH PAMPLET	Kgs			
4.	FISH SURMAI	Kgs			
5.	FISH PERCH	Kgs			
6.	PRAWNS(MEDIUM)	Kgs			
				Total	
(Rate to be quoted for per Kg)					

Note: (i) The rate quoted should be basic rate, excluding taxes, if any, for delivery at Headquarters Coast Guard Dist. No. 5 (TN). If there is any discrepancy between numbers and words, the amount in words will be considered. L1 will be determined on the basis of total basic cost of each item in Group-V.

Note : (ii) Appendix 'C' is the format for Commercial Bid. The Original Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank 'dress with EFT Account if applicable, etc and complete postal & e-mail address of their office.

Station: Chennai

Name______________________________

Address______________________________

Signature of the Tenderer(s)

Dated :______________

Appendix-D

MATRIX I - FOR FIRMS- CREDENTIAL FOR SUPPLY OF "FRESH PROVISIONS (FISH FRESH (GROUP-V) DURING 2018-19
(documents to be provided by the firm)

SNO	QUALITY\ CHECK	METHODOLOGY TO BE CHECKED BY TEC BOARD	TO BE FILLED BY FIRM,SIGNED AND DOCUMENTS TO BE ATTACHED FOR THE SAME (YES/NO)
1.	Name & Address of the Authorised packer/ vendor on its document letter pad with fax no., contact no., e-mail id that can be used for official correspondence	Physical verification of Document	
2.	GST Reg No. /Reg Certificate.	Physical verification of Document	
3.	PAN No. of firm or proprietor	Physical verification	
4.	Income Tax Details for 2015-16 to 2017-18	Physical verification of Document	
5.	Valid Licence /FSSAI Certificate/Regn for commercial business of the firm	Physical verification of Document	
6.	Registration Certificate for Supply with Army/Navy/Air Force/Coast Guard	Physical verification of Document	
7.	Past contracts for similar items with Armed forces/Govt Organization	Physical verification of Document as supply/sanction letter/experience certificate	
8.	Acceptance of Schedule of Requirement (SOR) as indicated in Part II to RFP	-	
9.	Acceptance of Standard Conditions of Contract (SCOC) as indicated in Part III to RFP	-	
10	Acceptance of payment terms as indicated in Part IV to RFP	-	
11	**Earnest Money Deposit details**	Physical verification of Document	
12	Source of procurement	Physical verification of Document	
13	Yearly Turnover not less than **Rs. 35,000,00.00** for one year	Physical verification of Document(IT return)	
14	Registration status of firm	Physical verification of document	
15	01 year Experience or completion certificate for one full contract for supply of fresh provisions to Govt. Organization	Satisfactory Performance Certificate	
16	**Grading**	Qualified/ Disqualified	