E-mail: cgdhq3@indiancoastguard.nic.in
Tele : 0824- 240 5266
Fax : 0824- 240 5267
Reply should be addressed to
the District Commander

Headquarters
Coast Guard District No.3
Post Box 19
Panambur Post
New Mangalore- 575 010

Quoting: D-3/STORE/38/17-18

20 Sep 17

REQUEST FOR PROPOSAL (RFP) NO.D-3/STORE/38/17-18 DATED 20 Sep 17
ANNUAL RATE CONTRACT FOR SUPPLY OF FRESH PROVISIONS
TO CG UNIT/SHIPS AT MANGALORE
FOR THE PERIOD FROM 20 DEC 17 TO 19 DEC 18

Sir,

1. Bids in sealed cover are invited for supply of items listed in part II of this RFP. Please super scribe the above mentioned Title, RFP number and date of opening of the bids on the sealed cover to avoid the Bid declared invalid.

2. The address and contact numbers for sending bids or seeking clarifications regarding this RFP are give below:-

(a) Bids/queries to be addressed to : The District Commander

(b) Postal address for sending the Bids:

Headquarters
No.3, Coast Guard District (Karnataka)
Post Box 19
Panambur Post
New Mangalore- 575 010

(i) Name /designation of the contact personnel: Deputy Commandant Deepika Dhiman

(c) Telephone numbers of the contact personnel: 0824-2405266/70
E-mail ids – cgdhq3@indiancoastguard.nic.in, Fax number: 0824-2405267

3. The RFP is divided into five Parts as follows:-

(a) Part I - Contains General Information and Instruction 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.

5. RFP Part I, II, III, IV and V are enclosed herewith.

6. The Para marked with "Blank" will not be considered as part of RFP.

Thanking you,

Yours faithfully,

(Deepika Dhiman)
Dy Commandant
District Logistics Officer
for District Commander

Encl: As above

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids: 1100 Hrs on 24 Oct 17.** The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box placed near Security office/main gate of this Headquarters or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

3. **Time and date for opening of Bids: 1500 Hrs on 24 Oct 17.** (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:** At CGDHQ-3 Main Gate. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of the Bids:** CGDHQ-3 (Reception). 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:** NA

7. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like GST Number, 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 7 (seven) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

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.

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

12. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

13. **Validity of Bids:** The Bids should remain valid till **90 days** from the last date of submission of the Bids.

14. **Bid Security/Earnest Money Deposit:** Bidders are required to submitted Earnest Money Deposit (EMD) for a sum of ₹ **96,000.00** (Rupees **Ninety Six Thousand** only) in the form of 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 per Form DPM-16 (available in MOD website and can be provided on request) is to be deposited by the firm alongwith the bid. The bid security should remain valid for a period of forty-five days beyond the final bid validity period. Bid securities of the unsuccessful bidders will be returned 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 bidders will 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 for the same item/range of Products / Goods or Services with the Central Purchase Organisation (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.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements** – List of items / services required is as follows: Name/Type of item/services/description of stores Qty required. **To supply the following fresh provisions to Coast Guard ships at NMPT premises and CGS New Mangalore, Panambur against rate contract by the firm for a the period of 01 Year from 20 Dec 17 to 19 Dec 18 (Rates to be quoted per denomination).**

Sl.	Items	Deno	Qty (approx)
(a)	Meat (F)	Kgs.	786.000
(b)	Fowl (D) (without skin)	Kgs.	3446.000
(c)	Fish Surmai	Kgs.	526.000
(d)	Fish Rohu	Kgs.	320.000
(e)	Fish Pamphlet White	Kgs.	65.000
(f)	Egg	Nos.	67581.000
(g)	Milk (F)	Ltrs	17082.000
(h)	Milk (T)	Ltrs	9240.000
(j)	Butter (F)	Kgs.	399.000
(k)	Bread	Kgs.	3881.000
(l)	Potato	Kgs	5656.000
(m)	Onion	Kgs	2995.000

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(n)	**Fruits (F)**		
	Apple	Kgs	2428.000
	Pineapple	Kgs	740.000
	Orange	Kgs	833.000
	Grapes White	Kgs	737.000
	Mausambi	Kgs	433.000
	Papaya	Kgs	1282.000
	Banana Green	Kgs	1788.000
	Pomegranate	Kgs	1403.000
	Watermelon	Kgs	943.000
	Chickoo	Kgs	514.000
	Mango	Kgs	833.000
(p)	**Veg (F)**		
	Cauliflower	Kgs	2142.000
	Cabbage	Kgs	1770.000
	Brinjal	Kgs	1718.000
	Carrot	Kgs	798.000
	Beans	Kgs	565.000
	Peas 'G'	Kgs	109.000
	Bitter Guard	Kgs	735.000
	Bottle Guard	Kgs	1525.000
	Capsicum	Kgs	1107.000
	Lady finger	Kgs	1011.000
	Palak	Kgs	170.000
	Green Chilly	Kgs	39.000
	Lime (F)	Kgs	17.000
	Ginger	Kgs	17.000
	Beetroot	Kgs	466.000
	Radish	Kgs	500.000
	Tomato	Kgs	333.000
	Cucumber	Kgs	133.000

Note :- **According to special conditions of Rate contract (Para-8.7.1 of DPM refers), only anticipated drawl for twelve months has been mentioned above and no minimum drawal is guaranteed.**

2. **Terms and conditions of contract:-**

(a) Items are to be supplied against the Supply Order issued by this Headquarters and to be delivered to consignee (DHQ-3 at Panambur and CG ships at NMPT jetty) under contractor's own arrangement and as per delivery schedule specified in Supply Order 12 hours to two days Provisions will be demanded to supply on Sunday / Govt. holidays also.

(b) Quality of the fresh provisions should be the best available in the market. If the quality of fresh provisions not up to the standard, the same will be rejected and you are required to replace the provisions within two hours, failing which items will

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be purchased by this Headquarter on risk and expenses basis at market rate against your expenses.

(c) The items are to be supplied with delivery challan on the basis of supply / purchase order issued by this office on each occasion.

(d) If any difficulties occurred in normal supply, such as demanded items are not available locally, the matter to be intimated to this office well in advance.

(e) Bills are to be submitted in triplicate and payments will be made within 30 days from the date of submission of bills. Payment of bills will be made on monthly basis.

(f) No request for change of rates will be accepted unless levy of additional taxes by the Govt.

(g) **The fresh provisions will be supplied by the firm should be covered in the hygienic packing material of good quality without any extra cost.**

(h) Eggs to be supplied in Egg tray.

3. **Termination of Contract. A contract can be terminated in the following circumstances:-**

(a) When the supplier fails to honor any part of the contract including failure to supply contracted stores in time.

(b) When the contractor is found to have made any false or fraudulent declaration or statement to get the contract.

(c) When the contractor is found to be indulging in unethical or unfair trade practices.

(d) When both parties mutually agree to terminate the contract.

(e) When the items supplied but the contractor repeatedly fails in the inspection and the supplier is not in a position to supply the items conforming the contracted standards.

(f) Any special circumstances, which must be recorded to justify the cancellation or termination of contract.

4. **Technical Details:**

(a) **Specifications** - NA

(b) **Requirement of installation/commissioning** - NA

(c) **Requirement of technical documentation** - NA

5. **Two-Bid System** – NA

6. **Delivery Period** – Delivery period for supply of items would be as specified days from the date of receipt of Supply Order form purchasing authority. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be the sole discretion of the Buyer, with applicability of LD clause.

7. **INCOTERMS for Delivery and Transportation** – ("E" / "F" / "C" / "D" Terms).Unless otherwise specifically agreed to by the Buyer and the Seller and incorporated in the contract, the applicable rules & regulations for transportation of goods from foreign countries will be as per the contemporary version of International Commercial Terms

(INCOTERMS) evolved by International Chamber of Commerce, Paris. Definition of Delivery Period is given below:

TERMS OF DELIVERY	DATE OF DELIVERY
Free delivery at NMPT/ DHQ-3, Panambur at Mangalore	As mentioned in the Supply Order placed (Total quantity of Supply Order may vary from 01 Kgs onwards)

8. **Consignee details** - **The Commander, CGDHQ-3**
Headquarters
Coast Guard District No. 3
Post Box 19
Panambur Post
New Mangalore- 575 010

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.

1. **Law**: The Supply Order shall be considered and made in accordance with the laws of the Republic of India. The Supply Order shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract**: The Contract shall come into effect on the date of its acknowledgment by the Seller (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the Contract.

3. **Arbitration**: All disputes or differences arising out of or in connection with the Supply Order shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Supply Order 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 (for indigenous trade) / DPM-8 (for foreign supplies) / DPM-9 (available in MoD website).

4. **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 Supply Orders or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Supply Order or any other Supply Order with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Supply Order or any other Supply Order 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 Buyer to cancel the Supply Order and all or any other Supply Orders 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

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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 Supply Order, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the Supply Order, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **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 Supply Order 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 Supply Order 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 Supply Order, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Order with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Supply Order 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 Supply Order 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 Supply Orders concluded earlier with the Government of India.

6. **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.

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

8. **Liquidated Damages**: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER 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 the Liquidated Damages being not higher than 10% of the value of delayed stores.

9. **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 (02 months) 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 months) provided Force Majeure clause is included in contract.

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(d) The Buyer has noticed that the Seller has utilised 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.

10. **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.

11. **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.

12. **Patents and other Industrial Property Rights**: **NA**

13. **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.

14. **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) **General**

(1) Bidder must indicate separately the relevant GST/Taxes/Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of Bids.

(2) If a bidder is exempted from payment of any duty/ taxes up to any value of su8pplies from them, he should clearly state that no such duty/ tax 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 any duty/ tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the buyer later to enable the seller to obtain exemptions from taxation authorities.

(3) Any changes in levies, taxes and duties levied by central/state/local governments such as GST, Excise duties, VAT, Service Tax, Octroi /Entry Tax etc on final products upward as a result of any statutory variation taking place with in contract period shall be allowed re-imbursement by the buyer, to the extent of actual quantum of such duty/tax paid by the seller. Similarly, in case of down ward revision in any such duty/tax, the actual quantum of reduction of such duty/tax shall be re-imbursed to the buyer by the seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any, obtained by the seller. Section 64(A) of a sales of good act will be relevant in this situation.

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(4) levies, taxes and duties levied by Central/ state / local governments such as GST, Excise duties, VAT, Service Tax, Octroi /Entry Tax etc on final product will be paid by the buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by the buyer and they may not be indicted separately in the bids. Bibbers are required to include the same in the pricing of their products.

(ii) **Customs Duty – NA**

(iii) **Excise Duty**

(1) Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

(2) Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

(3) The Seller is also required to furnish to the Paying Authority the following certificates:

(a) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(b) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(c) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(d) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and

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particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

(4) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claims on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency for the contract.

(iv) **Sales Tax / VAT**

(1) If it is desired by the Bidder to ask for Sales/Service tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

(2) On the Bids quoting sales/service tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

(v) Octroi Duty & Local Taxes

(1) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

(2) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

15. **Pre-Integrity Pact Clause – NA**

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PART IV – SPECIAL CONDITIONS OF CONTRACT

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 (ie Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder

1. **Performance Guarantee**:

(a) **In case of Indigenous Cases** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 5 % of the contract value within 30 days of signing of this contract. Performance Bank Guarantee will be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15(Available in MoD website and can be provided on request).

(b) **Foreign cases – NA**

2. **Option Clause – NA**

3. **Repeat Order Clause – NA**

4. **Tolerance clause – NA**

5. **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 through ECS/EFT mechanism instead of payment through cheque, wherever feasible. A copy of the model mandate from prescribed by RBI to be submitted by bidders for receiving payments through ECS is at from DPM-11 (Available in MOD website and can be given on request). The payment will be made as per the following terms, on completion of the requisite documents.

(a) **Blank**

OR

(b) 100% payment on delivery and acceptance by the user.

6. **Payment terms for Foreign Sellers** – NA

7. **Advance Payments:** No advance payments will be made.

8. **Paying Authority**:

(a) **Indigenous Sellers** – JCDA (N), Kochi. 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 contingent bill / Seller's bill.

(ii) Ink-signed copy of Commercial invoice / Seller's bill.

(iii) Copy of Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.

(iv) CRVs in duplicate.

(v) Inspection note.

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

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(vii) Exemption certificate for Excise duty / Customs duty, if applicable.
(viii) Bank guarantee for advance, if any.
(ix) Guarantee / Warranty certificate.
(x) Performance Bank guarantee / Indemnity bond where applicable.
(xi) 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.
(xii) Details 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 contract).
(xiii) Any other document / certificate that may be provided for in the contract.
(xiv) User Acceptance.
(xv) 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)

(b) **Foreign Sellers** – NA

9. **Fall Clause** - The following Fall clause will form part of the contract placed on successful Bidder -

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any

department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:--

(i) Exports by the Seller.

(ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.

(iii) Sale of goods such as drugs which have expiry dates.

(iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

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(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – "We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/ organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below - .....".

10. **Exchange Rate Variation Clause** – NA

11. **Risk & Expense clause** –

1. Should the stores 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.

2. Should the stores 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.

3. In case of a material 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:-

a. Such default.
b. In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

4. 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.

12. **Force Majeure clause**

(a) Neither party shall bear responsibility for the complete or partial non- performance 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.

13. **Buy-Back offer – NA**

14. **Specification – NA**

15. **OEM Certificate – NA**

16. **Export License – NA**

17. **Earliest Acceptable Year of Manufacture – NA**

18. **Buyer Furnished Equipment – NA**

19. **Transportation** – The Contractor is responsible for transport for the delivery of goods to the consignee's premises as mentioned above under their own arrangement. The term Contract means acquiring all types of goods such as stores as well as all types of services including packing, unpacking, preservation, transportation, loading , unloading, insurance, delivery, special services if any etc. Any claims arising out of the accident of the transport, damage to public or private property or any injury or death shall be the responsibility of the supplier and the Indian Coast Guard as such shall not be a part of it. Transportation clause will form part of the contract placed on successful Bidder –

(a) **CIF/CIP – NA**
(b) **FOB/FAS – NA** **OR**
(c) **FCA NA**

20. **Air lift – NA**

21. **Packing and Marking – NA**

22. **Quality**: Quality of items supplied to be best available in the market and also as per laid down ASC specification as enumerated below:-

(a) **Eggs Fresh**: - Eggs shall be fresh, of good average size, and 12 eggs should not weight less than 500 gms. Individual eggs weighting less than 50 gms should not be accepted. Eggs shell, should be sound, unbroken, with no cracks, smashed eggs should be discarded. Eggs should be free from foreign material, stain, other visual discoloration or sticking excreta. Eggs selected should be roundest and of biggest girth compared to length. Eggs should be of fowls or ducks only and no other eggs should be accepted.

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(b) **Fish Fresh**:- Fish should be fresh, sound and wholesome and in all respect fit for human consumption. Fish tendered should be of approved variety

only. Fish to be received in whole with tail, fins, guts and head. Generally fish fresh only to be tendered. However during the closed and off seasons fish frozen may be tendered and received.

(c) **Onion Fresh: -** Variety should be as per the appropriate season. It should be mature, reasonably firm viz not tangibly soft or spongy. It should not be sprouted or rooted. Onion should be of uniform size well graded and the smallest size of the onion shall not pass through a circular sieve of 4X4 cms. The onion should have the characteristic pungent taste and flavour of onion.

(d) **Potatoes: -** Potato fresh shall be the one from the crop in the season and freshly dug. Should be of uniform size. Fresh potatoes should be average size so

that they should not pas through a circular sieve having a aperture of 4X4 cms and should not retain on a circular sieve having aperture of 10X10 cms. It should be free from sign of sprouting, injury, cuts, bruises, shrinkage, insect damage, disease and any type of discoloration. It should be free from foreign material viz soil and well cleaned and dried.

(e) **Vegetables:-** Fresh Vegetables should be crisp, well formed, of proper tender maturity and shall not be coarse fibers, old or hard due to over age and poor growth, spongy or fluffy due to age. Vegetables shall be those available in the season. Vegetables shall be freshly gathered, cleaned and in all respect fit for human consumption. Vegetables should be free from insect infestation, physiological disorders, blemishes or damages and diseases. They should also be free from discoloration, injury, damage or sine of improper storage, handling and transportation which may render them a poor look as to the freshness.

(f) **Fruits:** - Fresh fruits should of good average size, ripe, sound, wholesome, juicy. Well formed and matured. The fruit fresh should be free from insects infestation, blemishes or damaged by dieses. It should also be free from discoloration, injury, damage or sign of improper storage, handling and transportation rendering it poor organolaptic appeal. Fruit fresh stored i9n cold storage cal also be accepted provided that supplies posses the above qualitative requirements and have not undergone any damage due to low temperature.

(g) Standarised milk having not less than 4.5% butter fat and 8.5 % SNF (Solid not Fat) content will be procured. In no case Milk less than 3% butter fat will be procured. Tetra pack will contain at least 3.5 % fat and 8.5 % SNF.

23. **Quality Assurance**: The goods supplied under the contract should conform to the standards, quality and specifications as mentioned in part II of the RFP.

24. **Inspection Authority**: The Inspection will be carried out by the Consignee. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.

25. **Pre-Dispatch Inspection – NA**

26. **Joint Receipt Inspection – NA**

27. **Franking clause – NA**

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

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(a) The claims may be presented either:
(i) On quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing or
(ii) 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

29. **Warranty**- NA

30. **Product Support** – NA

31. **Annual Maintenance Contract (AMC) Clause** – NA

32. **Engineering Support Package (ESP) clause** – NA

33. **Price Variation (PV) Clause** – NA

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **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 four parts of the RFP.

(b). The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:-

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(i). In cases where only Indian Bidders are competing, L-1 bidder will be determined by excluding levies, taxes and duties levied by Central / State / Local governments such as GST, excise duty, VAT, Service tax Octroi / entry tax, , etc on final product, as quoted by bidders.

(ii). The item wise quote alongwith loading factor if any, will be added and the total will be calculated. Based on the calculation, contract will be awarded to the least quoted firm.

(iii) The lowest bidder will be decided for overall lowest quote of all items listed as per Para 2 below (i.e. Price Bid format)(The lowest bidder will decided by adding the total amount of approx qty of items).

(c). 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.

(d). 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.

(e). Any other criteria as applicable to suit a particular case.

2. **Price Bid Format (to be used for L-1 determination):** The price Bid Format **in general** is given below and Bidders are required to fill this up correctly with full details, **as required under Part-II of RFP (The format indicated below is only as an illustration. This format should be filled up with items / requirements as mentioned in Part-II of RFP.)** :-

Basic Price of:-

Sl.	Items	Deno	Qty (Approx)	Unit rate	Total	GST (if any)	Total
(a)	Meat (F)	Kgs.	786.000				
(b)	Fowl (D) (without Skin)	Kgs.	3446.000				
(c)	Fish Surmai	Kgs.	526.000				
(d)	Fish Rohu	Kgs.	320.000				
(e)	Fish Pamphlet White	Kgs.	65.000				
(f)	Egg	Nos.	67581.000				
(g)	Milk (F)	Ltrs	17082.000				
(h)	Milk (T)	Ltrs	9240.000				
(j)	Butter (F)	Kgs.	399.000				
(k)	Bread	Kgs.	3881.000				
(l)	Potato	Kgs	5656.000				
(m)	Onion	Kgs	2995.000				
(n)	**Fruits (F)**						
	Apple	Kgs	2428.000				
	Pineapple	Kgs	740.000				
	Orange	Kgs	833.000				

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	Grapes White	Kgs	737.000				
	Mausambi	Kgs	433.000				
	Papaya	Kgs	1282.000				
	Banana Green	Kgs	1788.000				
	Pomegranate	Kgs	1403.000				
	Watermelon	Kgs	943.000				
	Chickoo	Kgs	514.000				
	Mango	Kgs	833.000				
(p)	**Veg (F)**						
	Cauliflower	Kgs	2142.000				
	Cabbage	Kgs	1770.000				
	Brinjal	Kgs	1718.000				
	Carrot	Kgs	798.000				
	Beans	Kgs	565.000				
	Peas 'G'	Kgs	109.000				
	Bitter Guard	Kgs	735.000				
	Bottle Guard	Kgs	1525.000				
	Capsicum	Kgs	1107.000				
	Lady finger	Kgs	1011.000				
	Palak	Kgs	170.000				
	Green Chilly	Kgs	39.000				
	Lime (F)	Kgs	17.000				
	Ginger	Kgs	17.000				
	Beetroot	Kgs	466.000				
	Radish	Kgs	500.000				
	Tomato	Kgs	333.000				
	Cucumber	Kgs	133.000				
						G/Total	

Note 1. ** Bidder should quote for for all items as per above format, failing which the quote will be rejected. Determination of L1 will be done based on total of basic prices (not including levies, taxes and duties levied by Central / State / Local Governments such as excise duty, VAT, Service tax, Octroi / entry tax, etc on final product) of all items/ requirements as mentioned above.

3. Additional information in Price Bid on Taxes and Duties (not in scope of L-1 determination)-

(a)	Is Excise Duty extra?
(b)	If yes, mention the following:- (i) Total value of items on which Excise Duty is leviable: (ii) Rate of Excise Duty (item-wise if different ED is applicable); (iii) Surcharge on Excise Duty, if applicable? (iv) Total value of excise duty payable;
(c)	Is Excise Duty Exemption (EDE) required:
(d)	If yes, then mention and enclose the following: (i). Excise notification number under which ED can be given:
(e)	Is VAT extra?

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(f)	If yes, then mention the following: (i) Total value on which VAT is leviable: (ii) Rate of VAT: (iii) Total value of VAT leviable:
(g)	Is Service Tax extra?
(h)	If yes, then mention the following: (i) Total value of Services on which Service Tax is leviable (ii) Rate of Service Tax leviable: (iii) Total value of Service Tax leviable:
(j)	Is Custom Duty Exemption (CDE) required:
(k)	If yes, then mention the following: (i) Customs notification number under which CDE can be given(enclose a copy) (ii) CIF value of stores to be imported: (iii) Rate of Customs Duty payable: (iv) Total amount of Customs Duty payable.
(l)	Octroi / Entry taxes;
(m)	Any other Taxes / Duties

Dhiman.

(Deepika Dhiman)
Deputy Commandant
District Logistics Officer
for District Commander