

RFP
TENDER COST RS. 100/-

Tel: 04368-226500
Email: cgs-kkl@indiancoastguard.nic.in
Reply should be addressed
to the Commanding Officer

ICGS Karaikal
No. 64
BharathiNagar,
PB No. 1554 KKL PO
Karaikal – 609 602

Quoting: KKL/VICT/ARC/JUN18-MAY19

23 Apr18

M/s

(As per vendors list)

REQUEST FOR PROPOSAL
INVITATION OF BIDS FOR ANNUAL RATE CONTRACT FOR
LP OF FRESH PROVISIONS (GROUP II- MUTTON, CHICKEN, BAKERY & DAIRY)
FOR CG UNIT/SHIPS AT KARAIKAL

RFP NO. RFP/KKL/VICT/ARC/JUN18-MAY19 DT 23 APR 2018 (GROUP II)

1. Bids in sealed cover are invited for supply of fresh provision listed in Part II of this RFP. RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid. The quotations in sealed covers should be superscribed "**QUOTATION FOR RFP/KKL/VICT/ARC/JUN18-MAY19 (GROUP II) DATED 23 APR 2018.**"

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

(a) Bids/queries to be addressed to: The Commanding Officer, ICGS Karaikal

(b) Postal address for sending the Bids: The Commanding Officer,
ICGS Karaikal,
No. 64, BharathiNagar,
PB No. 1554 KKL PO,
Karaikal – 609 602.

(c) Name/designation of the contact personnel: Deputy Commandant U Veeramani,
Station Logistics Officer

(d) Telephone numbers of the contact personnel: 09444232721, 04368-223500

(e) Fax number: 04368-226500

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 Technical Specifications, Delivery Period and Consignee details.
 - (c) **Part III** – Contains Standard Conditions of RFP, obligatory to both the buyer and the Bidders.
 - (d) **Part IV** – Special conditions of RFP, obligatory to both the buyer and the bidders.
 - (e) **Part V** – Evaluation criteria and price bid issues.
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. The para marked with 'Blank' will not be considered as part of RFP.

Thanking you,

Yours faithfully,



(U Veeramani)

Deputy Commandant

Logistics Officer

For Commanding Officer

**Enclosure to ICGS Karaikal RFP No.
RFP/KKL/VICT/ARC/JUN18-MAY19
(GROUP II) DATED APR 2018**

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PART –I – General Information

01. **Last date and time for depositing the Bids: 1430Hrs on 14 MAY18.** The sealed bids (**both technical and commercial bids**) should be deposited/reached by due date and time.
02. **Manner of depositing the Bids:** Sealed Bids marked as "**RFP/KKL/VICT/ARC/JUN 18-MAY 19 (GROUP II) DATED 23 APR 2018.**" should be either dropped in the Tender Box 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).
03. **Time and date for opening the bids-1500Hrson 14 MAY 18.**
(If due to any reason, the due date is declared as a holiday, the bids will be opened on the next working day at the same time or on any other day/time as intimated by this ship)
04. **Location of the tender box:** Tender box kept at ICGS Karaikal main gate (Beside Security Post). Bids to be dropped in a sealed cover marked as "**LP OF FRESH PROVISIONS (GROUP II- MUTTON, CHICKEN, BAKERY & DAIRY) with RFP No.RFP/KKL/VICT/ARC/JUN18-MAY19) (GROUP II) DATED 23 APR 2018.**
05. **Place of opening of the Bids:** ICGS Karaikal (You may depute your representative, duly authorised 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.
06. **Single bid/Two Bid system:**
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. **Bidder is to submit Technical and Commercial bids in separate covers** as per format **Appendix-A** and **Appendix-B** respectively.

(b) Please **write the title on** the sealed **technical bid** cover as "**Technical Bid** for LP of fresh provisions (GROUP II- MUTTON, CHICKEN, BAKERY & DAIRY) to CG unit/ships at Karaikal, **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 along with the Technical Bid.**

(c) Please **write the title on** the sealed **commercial bid** cover as "**Commercial Bid**" for LP of fresh provisions (GROUP II- MUTTON, CHICKEN, BAKERY & DAIRY) to CG unit/ships at Karaikal, **Request for Proposal (RFP) number and date of opening of the bids** on the sealed cover to avoid the bid being declared invalid.

07. **Forwarding of Bids** – Bids should be forwarded under your original memo/letter pad inter alia furnishing details like GST, TIN Number, VAT/CST Number, Bank address with EFT Account if applicable etc. and complete postal and e-mail address of your office.

08. **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 **07 (seven) days prior** to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be published in Coast Guard **website** (<http://indiancoastguard.gov.in>).

09. **Modification and Withdrawal of Bids:** You may modify or withdraw your bid after submission provided that the written notice of modification or withdrawal is received by this station 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 this station not later than the deadline for submission of bids. No bid shall be modified after 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 forfeiture of bid security (wherever applicable).

10. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, this ship is at discretion to ask you for clarification of your 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 by you will be entertained.

11. **Pre-Bid Conference :**The pre-bid conference will be conducted at **1100 Hrs** on **07 MAY 18**(Date)in the office of Logistics Officer at Coast Guard Station Karaikal. The participating firms are required to depute their representative (s) to attend the meeting.

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

13. **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.

14. **Validity of Bids** : The Bids should remain valid till **120 DAYS** (Date) from the last date of submission of the Bids.

15. **Earnest Money Deposit**: The bidders are to furnish EMD for a sum of **Rs. 92,115.00** (Rupees **Ninety two thousand one hundred fifteen** only) with a validity of 60 days after opening date of tender, in the form of an Account Payee **Demand Draft** or Fixed Deposit receipt or Banker's cheque of Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business in of the **The Commanding Officer, ICGS Karaikal**. The format in form **DPM-13** may be adopted. **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 60th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest what so ever, 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), and National Small Industries Corporation (NSIC). 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. EMD should be kept separately inside the envelope along with quotation in main envelope.

16. **Cost of Tender Forms/RFP**. The tender form will be sold by the O/o ICGS Karaikal (Contact person: Mr. SR Suryawanshi, P/Nvk (SA) at a cost of Rs.100.00 against cash mode. However, bidders are required to enclose Cost of Tender for an amount of **Rs.100.00** (Rupees **One hundred** only) along with the Technical bid if downloaded from website. Cost of Tender may be submitted in the form of DD/Bankers Cheque from any Nationalized Bank drawn in favour of "**The Commanding Officer, ICGS Karaikal**" payable at "**Karaikal**". Failing which quote will be rejected.

Part II- Essential Details of Items/Services required

17. **Schedule of requirements** – The following item required to supply to Coast Guard Ships at Karaikal Port and Station Galley against rate contract by the firm for the period of One year w.e.f 01 Jun 18 to 31 May 19:

S.No.	Description	Deno	ApproxQty for one Year
(a)	Meat Fresh (Goat Meat)	Kgs	600.000
(b)	Fowl 'D' (Chicken Dress)	Kgs	3315.000
(c)	Fish Surmai	Kgs	485.460
(d)	Fish Pomfret	Kgs	485.460
(e)	Fish Rohu	Kgs	323.640
(f)	Prawn Tiger	Kgs	323.640
(g)	Eggs (Hen)	Nos	84816
(h)	Bread White	Kgs	7291.200
(j)	Milk Fresh	Ltrs	13416.012
(k)	Milk Tetra	Ltrs	3354.000
(l)	Butter Fresh	Kgs	450.000

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Note:- The quantity mentioned is only anticipated drawl for one year (plus 25% variation from estimated quantity as mentioned above is accepted and no claim for compensation be made & entertained for the same and no minimum quantity is guaranteed as per special conditions applicable for rate contract (Para 8.7.1 of DPM 09). However, the quantity will be procured as per service requirement.

18. **Specification and Quality:**

(18. **Specification and Quality:**

(a). The animals shall be well nourished, in good condition and free from any appearance of ill health. If the dressed carcass of any animal (otherwise fit for slaughter) is likely to contain more than 33 $\frac{1}{3}$ percent bones, such animals shall NOT be accepted. In all respects, the supply officer will be the final authority for acceptance or rejection of animals tendered by a contractor.

(b). No female sheep or goats which are pregnant will be accepted for issue to troops. Where however, restrictions are imposed by the Central or State Government on the slaughter of female animals during the breeding seasons, no female stock will be accepted during such season.

(c). Goats falling under any of the under mentioned categories shall Not be slaughtered or purchased for slaughter:-

- (i) Age below 2 $\frac{1}{2}$ years, when they possess six permanent incisors, all in wear.
- (ii) Female goats below 2 years when they possess four permanent incisors all in wear.
- (iii) Male goats and sheep (castrated or entire) below 1 year.
- (iv) Goats and Sheep above six years.

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

(e) The fish fresh shall be tendered whole i.e with tail, fins, guts and head. The weight of individual fish shall not be less than 250 gm and maximum number of fish in a kg shall not be more than four.

(f) Generally, the fish fresh will only be tendered. However, during the closed and off seasons, fish in frozen state may be tendered, if fresh fish is NOT available.

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

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

- (i) The fish looks "alive" i.e the eyes are bright and not depressed and dull with greyish pupil.
- (ii) The flesh is firm, elastic and adherent to the bone. If pressed with a finger, the impression of the finger should not persist.
- (iii) The gills are of a bright red colour and not discolored, greyish or dirty yellow. The skin is unbroken and glistening.
- (iv) The fish is free from the typical odour of staleness or putrefaction.

(g) The egg should be fresh and to be supplied in crates. Eggs should not float in water when immersed.

19. **Delivery Period:**

(a) Items are required to be delivered in full quantity within 12 hours to two days along with delivery challan (in triplicate) from the date of receipt of supply order from this station. Please note that supply order can be cancelled unilaterally by this station in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the buyer, with applicability of LD Clause. In case of delay in supply, the buyer has got the option to incorporate the "Risk & Expense" clause to meet the requirement in time at bidders cost.

(b) Fresh provisions (Sea foods and Eggs) are required to be delivered at your own arrangement at following places:-

- (i) CG Ships at Karaikal Port
- (ii) CG Inliving Mess and (iii) ICGS Karaikal OTM Building

20. **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, consultancy and systems. Any claims arising out of the accident of 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.**

21. **Consignee details** – The Commanding Officer, ICGS Karaikal, No. 64, Bharathi Nagar, PB No. 1554 KKL PO, Karaikal – 609 602 or his representatives

Part III

Standard Conditions of RFP

Note: (a) The bidder is required to give confirmation of your acceptance of the Standard Conditions of the RFP mentioned below which will automatically be considered as part of the Contract (wherever applicable) concluded between the Buyer and Seller. Failure to do so may result in rejection of the Bid submitted by the Bidder.

(b) Only the relevant portions of the Standard conditions have been reproduced below. For the complete conditions **you may log on to Ministry of Defence Website.**

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

23. **Effective Date of contract:** The contract shall come into effect on the date of signatures of both the parties on the contract and shall remain valid until the completion of the obligation of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract. The tentative dates for contract are from **01 Jun 2018.**

24. **Arbitration:** All disputes of differences arising out of or in connection with the Contract shall be settled by bilateral discussion at Karaikal.

25. **Penalty for use of Undue influence:** The seller undertake that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, 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 any act in relation to the obtaining or execution of the present contract or any other contract with the Govt. 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 offence 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 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.

26. **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.

27. **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 contracts 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.

28. **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.

29. **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.

30. **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 01 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 07 days 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.

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

32. **Transfer and sub-letting:** The seller has no right to give, bargain, sell, assign or sub-let 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 of thereof.

33. **Patents and other Industrial Property rights:** Blank

34. **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 then signed on behalf of both the parties and which expressly states to amend the present contract.

35. **Taxes and Duties:**

(i) **General:** If Bidder desires to ask for excise duty or Sales Tax / VAT extra, same must be specifically stated in the quotation. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ii) **Customs duty:** Blank

(iii) **Excise duty :** Excise duty exemption certificate will be issued on request 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.

(iv) **Sales Tax /VAT:** If it is desired by the Bidder to talk for Sales tax /VAT to be paid as extra, the same must be specifically stated.

(v) **Octroi Duty & Local Taxes:** Octroi Duty & Local Taxes exemption certificate will be issued on request.

Part IV **Special conditions of RFP**

(Only the relevant portions of the Standard conditions have been reproduced below. for the complete conditions you may log on to Ministry of Defence official website)

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

36. **Performance Guarantee.** The ¹¹successful Bidder will be required to furnish a Performance Guarantee by way of bank Guarantee through a public sector bank authorised to conduct government business for a sum equal to **10%of the estimated annual contract value within 30 days of signing of this contact.** Performance Bank guarantee will be valid up to 60 days beyond the completion of validity of contract. The specimen of PBG is given in **DPM-15** (Available in MoD website and can be provide on request).

37. **Option Clause:** – The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within one year from the date of successful completion of this contract, the cost, terms and conditions remaining 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.

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 present contract within six months from the date of supply/successful completion of this contract, the cost, items & conditions remaining 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 reserve the right to 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 Vender. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

40. **Payment terms for Indigenous Sellers** – The supply of items will be on credit basis. Payment will be effected on monthly basis by cheque from this office. The firm is required to handover the bill(in triplicate alongwith delivery challan) to this office on the last day of the month or by first week of next month **100% payment will be made on delivery of items after due scrutiny of the documents produced.**

41. **Paying authority:** The Commanding Officer, ICGS Karaikal. Following documents be submitted for payments:-

- (a) Ink signed copies of Contingent bill/seller's bill and invoice /seller's bill
- (b) Copy of supply order
- (c) CRV in duplicate and inspection note (wherever applicable)
- (d) Claim for statutory and other levies to be duly supported by relevant documents
- (e) Exemption certificate for excise /customs duty if applicable
- (f) Delivery period extension letter with CFA sanction (wherever applicable)
- (h) Details for electronic payment viz. Account holder's name, Bank name and address, account type, Account number, IFSC and MICR codes.

42. **Fall Clause:-**

(a) The price charged for the stores/ services to be supplied under the contract by the Contractor shall in no event exceed the lowest prices at which the contractor the services or offer to services of identical 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 during the currency of the rate contract is completed.

(b) If at any time, during the said period the contractor reduces the sale price, sells or offer to sell such service to any person/ organization including the purchaser or any Dept, 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 supplier forthwith notify such reduction or scale to the Director General of

(c) Supplier & Disposals and the price payable under the contract for the service of such reduction of scale or offer of the scale shall correspondingly reduced. The above stipulation will, however, not apply to Sale of service at lower price on or after the date of completion of sale/placement of the order of service by the authority concerned under the existing or previous contract as also under any previous contract entered into with the Central or State Govt. Depts, including their undertaking excluding joint sector companies and /or private and bodies.

(d) **The Seller shall furnish the following certificate to the paying Authority along with each bill for payment for supplies made against the contract – " We certify that there has been no reduction in sale price of the services of description identical to the services supplied to the Government under the contract herein and such services have not been offered/sold by me/us to any person /organization 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 contract at price lower than the price charged to the government under the contract".**

43. **Risk & Expense clause:** In the event of the contractor unable to comply with the contractual obligations, the Commanding Officer, ICGS Karaikal, at his discretion, will be free to make alternative arrangement at the risk and expenses of the contractor on the prevailing market rates. Expenses incurred on such risk and expense shall be debited from the payment accruing to the contractor in future.

44. **Force Majeure:** Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its Contractual obligations, if the affected party within 07 days of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party

claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.

45. **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, consultancy and systems**. Any claims arising out of the accident of 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.**

46. **Inspection Authority**: On receipt of fresh provisions at the consignee's premises, the items are to be checked for their correctness regarding quality, quantity and documents. The inspection of items will be carried out **by representative of the Commanding Officer, ICGS Karaikal**. The mode of inspection would be departmental/User/Joint/Self certification. The decision of Commanding Officer shall be final in respect of quality of provisions.

PART V - Evaluation Criteria and Price Bid Issues

(Only the relevant portions have been reproduced below. for complete documents you may log on to Ministry of Defence Official Web site)

47. 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.**

(i) Bidder is to submit the quote in the following format Group wise and the same is placed as Commercial Bid at Appendix 'B'.

<u>SL</u>	<u>Description</u>	<u>Deno</u>	<u>Approx. qty for one year</u>	<u>Rate per Kgs/Nos</u>	<u>Total Cost (QTY X Rate)</u>
(a)	Meat Fresh	Kgs	600.000		
(b)	Fowl 'D'	Kgs	3315.000		
(c)	Fish Surmai	Kgs	485.460		
(d)	Fish Pomfret	Kgs	485.460		
(e)	Fish Rohu	Kgs	323.640		
(f)	Prawns Tiger	Kgs	323.640		
(g)	Eggs	Nos	84816		
(h)	Bread White	Kgs	7291.200		
(j)	Milk Fresh	Ltrs	13416.012		
(k)	Milk Tetra	Ltrs	3354.000		
(l)	Butter Fresh	Kgs	450.000		
				NET AMOUNT	
				TAXES	
				GRAND TOTAL	

- **Pack Size :-** As appropriate to avoid damage and preserve freshness of items till it reach concern destination.

(ii) The L-1 will be established on the basis of the lowest cumulative total cost item wise as per Commercial Bid at Appendix 'B'. 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.

(iii) If the rate per items is observed very low/ high, the "Bench Mark" rate established by the board will be loaded (Loading Factor) and accordingly cumulative total will be calculated. Accordingly, the L-1 will be established.

(iv) The quantity indicated is likely procurement. However, the quantity will be procured as per the requirement depends upon the maintenance and operational commitment/ schedule of CG units.

48. Details of other taxes if any is required to be submitted.

(U Veeramani)
Deputy Commandant
Logistics Officer
for Commanding Officer

Appendix 'A' : Technical Bid Format

Appendix 'B' : Commercial Bid Format

**TECHNICAL BID – SUPPLY OF MEAT, CHICKEN, FISH, BAKERY AND DAIRY
FOR ICGS KARAIKAL
(TO BE SUBMITTED IN A SEPARATE SEALED COVER)**

FIRMS PARTICULAR

(Technical Bids not submitted in accordance with format given below would be rejected)

01	Name of the firm	
02	Name of the proprietor of the firm	
03	Whether owned by Partner/ownership/private ltd	
04	Whether firm is owning the processing plant of license premises or is it a Distributor	
05	If own processing plant / premises enclosed MFPO Cat "A" License or If Distributor, enclosed their Manufacturer MFPO Cat "A" License and authorization as distributor.	
06	Firm Registration No.(with Navy/ ICG/ Others)	
07	Address of Registration office of the firm with telephone no.	
08	Address of local office of the firm with telephone	
09	Email ID of Proprietor, Authorized person of the firm	
10	Details EMD	
	(a) Whether enclosed or not	No. dated
	(b) Amount of EMD/Bank Particular	Rs.
	(c) Form of EMD : DD/BG/FDR	
11	Cost of Tender enclosed.	Yes/No
12	Documents indicates Financial Capacity of firm to complete contract attached with Technical Bid (atleast 02 years IT return with minimum turnover of Rs. 5,00,000/- per annum)	Yes/No

(Signature of Witness)

(Name)
(Address.....)

Station -----

(Signature of Tenderer/Authorized Rep)

(Name)
(Address.....)

Office Seal

Dated May 18

COMMERCIAL BID FORMAT**SUPPLY OF MEAT, CHICKEN, FISH, BAKERY AND DAIRY FOR ICGS KARAİKAL
(TO BE SUBMITTED IN A SEALED COVER AND WILL BE OPENED
IF 'TECHNICAL BID' IS ACCEPTED BY THE TEC)**

1. Bidder is to submit the quote in the following format Group wise and the same is as follows:-

SL	Description	Deno	Approx. qty for one year	Rate per Kgs/Nos	Total Cost (QTY X Rate)
(a)	Meat Fresh	Kgs	600.000		
(b)	Fowl 'D'	Kgs	3315.000		
(c)	Fish Surmai	Kgs	485.460		
(d)	Fish Pomfret	Kgs	485.460		
(e)	Fish Rohu	Kgs	323.640		
(f)	Prawns Tiger	Kgs	323.640		
(g)	Eggs	Nos	84816		
(h)	Bread White	Kgs	7291.200		
(j)	Milk Fresh	Ltrs	13416.012		
(k)	Milk Tetra	Ltrs	3354.000		
(l)	Butter Fresh	Kgs	450.000		
				NET AMOUNT	
				TAXES	
				GRAND TOTAL	

Note:- Pack Size :- As appropriate to avoid damage and preserve freshness of items till it reach concern destination

(ii) **The L-1 will be established on the basis of the lowest cumulative total cost item wise as per Commercial Bid.** 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.**

(iii) **If the rate per items is observed very low/ high, the "Bench Mark" rate established by the board will be loaded (Loading Factor) and accordingly cumulative total will be calculated. Accordingly, the L-1 will be established.**

(iv) **The quantity indicated is likely procurement. However, the quantity will be procured as per the requirement depends upon the maintenance and operational commitment/ schedule of CG units.**

2. Details of other taxes if any is required to be submitted.

3. I/We agree that substitute for contracted articles as hereto above provided for may be purchased, procured or supplied from existing Govt. stocks at my/our risk and expense in accordance with Para 43(of **Part IV**) of RFP.

4. Details like TIN number, VAT/ CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of my/our office has been furnished on my letter head/original memo which is attached with the Bid.

(Signature of Witness)

(Signature of Tenderer/Authorized Rep)

(Name)
(Address.....)

(Name)
(Address.....)

Station -----

Office Seal
Dated May 18