

**RFP.NO. KND/RFP/MS/04/18-19 DATED 23 MAY 18**  
**INVITATION TO TENDER**

Tel: 0884-2340541  
Reply should be addressed to  
the Commanding Officer

ICGS Kakinada  
Burma Shell Area  
Beach Road Junction  
Kakinada - 533 001

KND/RFP/MS/04/18-19

23 May 18

M/s \_\_\_\_\_

**CONTRACT FOR SUPPLY OF FRESH PROVISIONS AT ICGS KAKINADA**  
**FOR A PERIOD OF ONE YEAR**

Dear Sir(s),

1. On behalf of the President of India, Tenders for the supply of "Fresh Provisions" for quantities and items as mentioned in **part-II of this RFP** at ICGS Kakinada for a period of one year as mentioned in "**Acceptance of Tender**" (Exact date of commencement of contract will be notified in the Acceptance of Tender) as shown in the attached schedule are invited by **The Commanding Officer, ICGS Kakinada Burma Shell Area, Beach Road Junction, Kakinada-533001**. The date of commencement is provisional and subjected to change, to be notified in the acceptance of tender. This RFP is being issued on **Single Bid Tender. The Bid should contain only the quoted price**. No other documents or new terms and conditions are to be attached in this bid. (Please remember that in case of incomplete tender form/documents will be treated as null and void and shall be rejected outright). The quotes will be Admitted/ Rejected for evaluation based on the scrutiny of the documents submitted by the firms. Reasons for rejection of the quote will be indicated in the Tender Opening Summary. **The Last date for submission of bids will be 1000 hrs on 12 Jun 18**. The responsibility to ensure this lies with the Bidder. In case of Sunday/holiday, the tender will automatically be opened on next working day. **CFA retains the right of short closure during tendering/contract period for any item mentioned without notice.**

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

(a)	Queries to be addressed to:	The Commanding Officer,
(b)	Postal address for sending the Bids:	ICGS Kakinada ICGS Kakinada, Burma Shell Area Beach Road Junction Kakinada - 533 001
(c)	Name/designation of the Contact personnel:	Asst Commandant Arun P Dayal
(d)	Tele: numbers of the contact personnel	0884-2340541
(e)	Fax Number	0884-2342171
(f)	E-Mail ID	egs-knd@indiancoastguard.nic.in

3. This RFP comprises the following:

- |     |  |    |   |          |
|-----|--|----|---|----------|
| (a) | General Information and instructions             | VI | - | Part-I   |
| (b) | Contract Form                                    |    | - | Part-II  |
| (c) | Instructions to tenders (Standard Conditions)    |    | - | Part-III |
| (d) | Special Conditions                               |    | - | Part-IV  |
| (e) | Evaluation criteria for Price bid format (App-A) |    | - | Part-V   |
| (f) | Specifications                                   |    | - | Part-VI  |

4. The Firm should be registered with Government office to carry out business/ the firm/brand should be FSSAI/Govt. lab certified. The Infrastructure and other facilities of the firm, financial capability and experience will be subject to verification by The TOC.

5. You will make the supplies as per "SPECIFICATION AND CONDITIONS" which are already in your possession/as per supply order. You will not make any alternation in or addition to any of the documents connected with the tender.

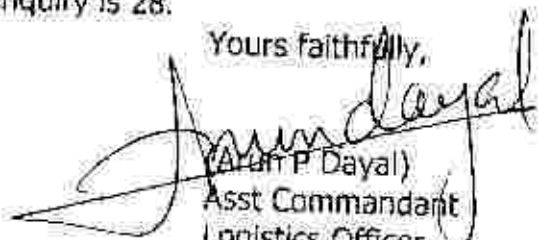
6. Your offer is to remain valid for a minimum period of **150** days from the date of bid opening. Earnest money deposit as indicated in schedule shall be paid in favor of **Additional Accounts Office (Navy), Vizag in the form of FDR or Demand Draft or PBG or Banker Cheque** which should be valid for 45 days beyond the final bid validity period (i.e 195 days from date of opening of tender).

7. The approval or rejection of tenders rests with the buyer, as per specifications attached/considered suitable by the buyer. If there is any discrepancy to specification or lab, the buyer reserves the right of rejecting any tender in whole or in part without cause assigned. The lowest tender will not necessarily be accepted. This RFP is being issued with no financial commitment and the Customer reserves the right to change or vary any part thereof at any stage. Customer also reserves the right to with draw the RFP, should it become necessary at any stage.

8. Representatives of the firm while being sent for sample submission or price negotiation committee meetings should be authorized to sign on pending documents or alternations, if any, which will be understood to be in consultation with the firm's proprietor.

9. Total number of pages for this tender enquiry is 28.

Yours faithfully,



(Arun P Dayal)  
Asst Commandant  
Logistics Officer  
for Commanding Officer

Encls: As above

**II**

I/We/am/are in possession of complete set of tender documents issued by you and have understood and agree to abide by the above terms and conditions as well as those contained in the contract forms. The attached tender form duly completed and signed is submitted herewith.

Station: \_\_\_\_\_

Date: \_\_\_\_\_

(RUBBER STAMP OF THE FIRM)

Signature of Tenderer(s) \_\_\_\_\_

(Name & Address in full and Capacity)

(i.e. Proprietor/Partner/Authorised Attorney etc.)

**PART 4**

**GENERAL INFORMATION/INSTRUCTION TO THE BIDDERS**

1. **Last Date and Time for Depositing the Bids:** - The last date for submission of bids will be **1000 hrs on 12 Jun 18.**
2. **Manner of Depositing the Bids.** Tenders will be rejected, in case EMD is not received at ICGS Kakinada by the date/time of opening of bids. The same should be sent by registered post/by hand at the following address by the due date and time:-  

The Commanding Officer  
ICGS Kakinada  
Burma Shell Area  
Beach Road Junction  
Kakinada – 533 001
3. **Date and Time for Opening of Bids.** The bid will be opened on **1430 hrs on 12 Jun 18.** The quotes will be Admitted/Rejected for evaluation based on the scrutiny of the documents submitted by the firms. Reasons for rejection of the quote will be indicated in the Tender Opening Summary.
4. **Locations of Tender Box:** Tender box is placed at ICGS Kakinada.
5. **Place of Opening of the Tenders:** The bids will be opened at conference hall of ICGS Kakinada.
6. **Bid System:** Single Bid System
7. **Forwarding of Tenders.** Tenders should be forwarded by firms under their original memo / letter pad inter alia furnishing details like GST number, HSN/SAC code, Bank Address with NEFT Account etc and complete office postal, Fax no. and e-mail address of their office for correspondence related with contract. Tenders without above information will be rejected and this station will not be liable for any delay-non receipt of documents/information.
8. **Clarification Regarding Contents of The RFP.** A prospective bidder who requires clarification regarding the content 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.
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 and 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. **Rejection of Bids.** Canvassing by the tenderer in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of Earnest Money Deposit. Any other condition in the bids outside this tender enquiry will not be accepted. This station will not be responsible for any delays posting/non-communication of information, if details as asked in part-V of tender is not provided and is also liable to be rejected.

11. **Unwillingness to Quote:** Tenderers unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Tender. Failing which the defaulting firm may be de-listed/de-registered for the given range of items as mentioned in this RFP.

12. **Validity of Bids.** The Tender should remain valid for a period of 150 days from the date of opening of bid.

13. **Determination of L1:-** Determination of L-1 will be done based on 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 each items / requirements as mentioned above and contract will be awarded to the least quoted firm.

14. **Tender Cost.** In accordance with Rule 161(iv) of GFR-2017, In order to promote wider participation and ease of bidding, no cost of tender document has been levied for the tender document downloaded by bidders.

15. **Earnest Money Deposit (EMD).** Bidders are required to submit Earnest Money Deposit (EMD) alongwith their bids in favor of "**Add. Controller of Defence Accounts (Navy), Visakhapatnam**" for amount is **Rs. 81,000.00** (Rupees **Eighty One Thousand** only). In case of absence of CG/Govt. registration certificate, bids without EMD will be rejected.

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 per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of 45 (forty five days) beyond the final bid validity period (i.e 150+45 days). EMD of the unsuccessful firms will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the Sanction/Acceptance of Tender. 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 Tender. EMD is not required to be submitted by those firms who are registered with the Central Purchase Organization, DGS&D, National Small Industries Corporation (NSIC) and department/Ministries of Government of India for the same item/range of products, good or services for which the tender has been issued. Attested copies of the same is to be scanned, converted to PDF format and uploaded alongwith the bid and show originals at the time of the evaluation by the TOC. The EMD will be forfeited/ utilised if the firm withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender/before submission of PBG. Tenders received without depositing the requisite earnest money and improper form are liable to be rejected.

16. **Signing of contract Agreement (Acceptance of Tender):-** The successful bidder/contractor will be required to sign an agreement with the contract operating authority within 30 days from the date of award of contract. Stamp paper provision and concerned action is required to be done by the contractor. Format of 'contract agreement' will be given by this office on award of contract that will have to be resubmitted by vendor within 30 days with proprietor's signature and firm's round stamp to this office which will act as agreement within 30 days or the payments will be stopped. Risk and expense may be done using EMD/PBG/payments of other running contracts with Indian Coast Guard. If the firm fails to submit contract agreement and PBG within 30 days of award of contract or even after reminder letters issued by this office CFA holds all the rights to terminate the contract without any prior notice and justification.
17. **Standard conditions of contract (SCOC).** The bidder is required to accept our standard conditions of contract. In addition, standard clauses regarding agents/agency commission, penalty for use of undue influence, access to books of accounts, non-disclosure of contract documents, arbitration clause would be incorporated in the contract. Failure to do so may result in rejection of the bid submitted by the bidder. The same can be obtained from MOD website [www.mod.nic.in/DPM](http://www.mod.nic.in/DPM). Contract/agreement with successful bidder for the above mentioned items will be guided by this RFP, DPM, DFPDS, DGST and ASC regulations.
18. The approval or rejection of tenders rests with the CFA, who reserves to himself the right of rejecting any tender in whole or part of any item in respect of any or all the delivery points shown in the Schedule without cause assigned. The lowest tender will not necessarily be accepted.
19. Any further information required can be obtained on application on any working day between **1000 hrs to 1600 hrs** from the Logistics Officer, ICGS Kakinada.
20. The officer operating the contract will be The Commanding Officer, ICGS Kakinada, Kakinada.

## **PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED**

1. **Schedule of requirements.** Details of item required are as below:

<b>Sl</b>	<b>Description</b>	<b>Deno</b>	<b>Qty</b>
(a)	Bread	Kgs	4155.800
(b)	Meat Fresh (Goat)	Kgs	1770.480
(c)	Fowl Dressed	Kgs	2117.850
(d)	Fish (Surmai)	Kgs	642.960
(e)	Fish (Rohu)	Kgs	120.000
(f)	Fish 'F' Tuna	Kgs	60.000
(g)	Eggs	Nos	54240
(h)	Potato	Kgs	2760.320
(i)	Onion	Kgs	1825.320
(k)	Cabbage	Kgs	635.500
(l)	Capicum	Kgs	975.000
(m)	Cauliflower	Kgs	975.000
(n)	Brinjal	Kgs	290.000

(p)	Carrot	Kgs	926.700
(q)	Long Beans	Kgs	328.000
(r)	French Beans	Kgs	1003.800
(s)	Lady's fingers	Kgs	654.600
(t)	Bottle Guard	Kgs	120.000
(u)	Bitter Guard	Kgs	330.000
(v)	Beetroot	Kgs	60.000
(w)	Green chilly	Kgs	30.000
(x)	Tomato	Kgs	30.000
(y)	Green Peas 'F'	Kgs	464.200
(z)	Arvi	Kgs	60.000
(aa)	Milk Fresh	Ltrs	9570.000
(ab)	Milk Tetra pack	Ltrs	60.000
(ac)	Butter Fresh	Kgs	86.400
(ad)	Orange	Kgs	644.660
(ae)	Mosambi	Kgs	120.000
(af)	Banana	Kgs	200.000
(ag)	Apple	Kgs	2700.000
(ah)	Pomegranate	Kgs	1717.940
(aj)	Mango (Seasonal)	Kgs	120.000
(ak)	Grapes Green	Kgs	1314.000
(al)	Pineapple	Kgs	30.000
(am)	Papaya	Kgs	150.000

2. **Periodicity of Contract.** Details regarding period of contract is as below:

- (a) **One year** commencing as in **Date of Acceptance of Tender** (Exact date of commencement of contract will be notified in the Acceptance of Tender).
- (b) In case the fresh contract is not being concluded right after the expiry of the present contract, the supplier should be able to supply the item under same terms and conditions for three more months or till conclusion of the fresh contract, whichever is earlier.
- (c) **Short Term Agreement/Extension of STA.** If the quoted rates are considered to be high/non-competitive by the buyer, the contract may be concluded initially for a short term of four months and case tendered again at the discretion of the buyer. In case the new rate is lower than the contracted rate, the contract will be accorded to the new vendor, else the same contract of four months will be extended to eight more months at the same terms and conditions.
- (d) **Short closure of ARC.** In case of full contract quantity utilized before completion of contract period or due to poor/short supply view unjustified reason, CFA retains the right of short closure during tendering/contract period for any item mentioned without notice.

3. **Delivery and Inspection.** The delivery of 'PROVISIONS' should be at ICGS Kakinada, Kakinada or a place in Kakinada in part quantities within 01 day as per part supply order by the contract operating authority. The item supplied will be subject to inspection by the contract operating authority i.e. Commanding Officer, ICGS Kakinada or any other officer designated by him. Segregation/Inspection must happen at vendor's premises prior to delivery. Also, rejection of more than 10% quantity in quality inspection will result in risk and expense. The seller shall collect the rejected provisions from the location nominated by the buyer and deliver the replaced provisions at the same location under seller's arrangement. Please note that Contract can be cancelled unilaterally or reported to risk and purchase or as per apportionment of quantity clause by the Buyer 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.

4. **Consignee details:** Items to be delivered at The Commanding Officer, ICGS Kakinada, Kakinada/ onboard ICG ships berthed at KSPL as mentioned in Supply order.

### **PART III-STANDARD CONDITIONS OF RFP**

1. **Law.** The Contract shall be considered and made in accordance with the law as of the Republic of India. The contract 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 signatures of both the parties on the contract (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 Contract shall be settled 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)

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 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 disfavor 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 action 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, 1988 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.

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 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.

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 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 and EMD/PBG of the contractor will be forfeited wherever termination occurs due to faulting of vendor.

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (01 day) 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 apart from supply order period, but the letter should be sent to contract operating authority within not more than 03 days of occurrence of Force Majeure along with certificate of a chamber of commerce (Commerce & Industry) or other competent Government authority or organization of the respective country as a sufficient proof of commencement and cessation of circumstances. The delivery of material is delayed due to causes of Force Majeure by more than 07 days apart from supply order period, but the letter should be sent to contract operating authority within not more than 03 days of occurrence of Force Majeure along with certificate of a chamber of commerce (Commerce & Industry) or other competent Government authority or organization of the respective country as a sufficient proof of commencement and a cessation of circumstances.

(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.

(f) Any Complaint received from users.

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.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

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) **General**

(i) Bidder must indicate separately the relevant 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.

(ii) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he 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.

(iii) Any change in levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/ entry tax, etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/tax paid by the Seller. Similarly in case of downward revision in any such duty/ tax, the actual quantum of reduction of such duty/ tax shall be reimbursed 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 Sales of Goods Act will be relevant in this situation.

(iv) In Case of extension of Delivery Period any increase in taxes, duties levies etc will not be paid to the seller. In case of decrease the difference to be passed on to the buyer.

(b) **Goods and Services Tax (GST):**

(i) GST will be paid to the Seller applicable at the rate applicable based on description, HSN/SAC code and the relevant schedule of CGST act.

(ii) In pursuance with Section 171 (1) of CGST Act, an undertaking is to be effected by the seller declaring that "Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit (ITC) shall be passed on to the recipient by way of commensurate reduction in prices." Further, in case it is detected by the government that any ITC has accrued to the seller as a result of migrating to GST, after receiving the consideration/reimbursement for his supplies, the seller is mandated to refund the same according to the Paying Authority, giving details and particulars of the transactions.

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

15. I/We agree that in the event of any delay in lodging the PBG as Security Deposit, Contract Operating Officer/CDA may deduct the requisite amount of Security Deposit from my /our bills, if in these the payment of our bills is being made by Contract Operating Officer. The amount will be deducted by Contract Operating Officer and in case the payment is directly made by the CDA, the amount will be deducted by the CDA on receipt of intimation from the Contract Operating Officer.
16. Any change in the constitution of supplier's firms shall be notified forthwith by him in writing to the authority sanctioning the contract and such change shall not relive any former member of the firm from any liability under the contract. No new partner/partners shall be accepted in the firm by supplier in respect of this contract unless he /they agree (s) to abide by all its terms and conditions and deposits with the officer sanctioning the contract a written agreement to this effect.
17. The officer sanctioning the contract may authorize such officer as he/she wish to operate the contract on his behalf and supplier /his agent will accept and carryout instructions given by such officer (or their representatives) in connection with contract as if these were issued by the officer sanctioning the contract.
18. The Government reserves its rights to grant purchase preference to Central Government Enterprises/ State Government undertakings. The applicability of the above purchase preference is that in all cases where the quoted price of public enterprises is with in 10% of the lowest valid price bid, other things being equal, purchase preference may be granted to the public enterprises concerned, at the lowest valid bid.
19. All money or compensation payable by supplier to the Government under terms of the contract may abdicated from or realised by the sale of sufficient part of his EMD/PBG, or from interest arising there from or from any sums which may be due to supplier by Government under this contract or any other account with the Government. In the event of supplier's EMD/PBG being reduced by reason of any such deductions of sale as aforesaid, the value of such receipt or securities depreciate in value during the period that they be held as such security deposit, supplier shall within twenty days from the date of supplier being called to do so, make good in case of receipts or securities the amount required to complete the security deposit to the original value.
20. The officer to whom supplies are to be delivered (in the contract referred to as other officers operating the contract, which expression shall include his duly authorized representative) may reject the supplies/services in whole or in part if in his opinion they are not, in all respect, in accordance with contract.
21. Supplier shall neither claims nor be entitled to payment for any damage that rejected supplies/services shall be removed by him at own expense.

22. Supplier shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from cutting, tearing or any other harm incidental to a full and proper examination and test of such supplies.
23. Government shall be under no liability whatever for rejection of supplies /services and the same shall be at supplier's risk. Rejected supplies be removed by supplier within 24 hrs of rejection, the officer operating the contract or his successor or in office shall be entitled to cause the same to be removed and to change supplier with all expenses incurred in such removal or to leave them on Govt. premises and to charge supplier the rent for the space occupied, the amount of such rent being settled, in case of dispute, by the officer sanctioning the contract or to sell or otherwise dispose of goods on supplier's behalf and supplier's risk and to retain any money realised (after paying expense of sale) towards any sum due from supplier.
24. Government shall in the event of rejection of supplies be entitled to demand replacement, at supplier's cost, of such supplies of the quality required.
25. In the event of:
- a) Rejection of supplies /services, as described in paragraph above, or
  - b) Of my/our failing, declining, neglecting or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of contract, the officer operating the contract or his successor in office shall be at liberty without prejudice to any other remedy the Government may have on account of any claims for compensation against loss and inconvenience caused by such breach or non-performance of the contractor to purchase or to procure or to arrange from Govt. stocks or otherwise, at my/our expense, such supplies /services as may have been rejected or that I/We may have failed, declined, neglected or delayed to supply, or such authorised substitutes therefore as are specified in the schedule here to and are approved by the officer operating the contract or his successor in office and excess cost so incurred over the contract price (together with all incidental charges and expenses incurred in purchasing, procuring or arranging for such supplies /services or their authorised substitutes and, in case where issues in replacement are made from Government stock or suppliers, the cost or value of such stocks or supplies (together with all incidental charges) shall be recoverable from supplier on demand.
  - c) It is also informed further that extra expenditure on account of risk and expense purchase made by the Government may be deducted out of supplier's 95% payment of bills for any of the items supplied by the firm to Indian CG at any place or from 5% payment ex CDA due to me or from security deposit as the case may be pertaining to the said contract. In the event of any dispute or reasonableness of the actual amount recovered from supplier it will only be resolved at supplier instance under clauses of this tender.
26. The offer sanctioning the contract or his successor or officer officiating in his place as per the promulgation orders may rescind this contract by notice to me/us in writing.
- a) If supplier assign or sublet the contract without written approval, or if supplier attempt to do so.

b) If supplier or any of his agents or workers shall:-

i. Be a gully or fraud in respect of the contract, or any other contract entered in to by supplier with Government, or

ii. Directly or indirectly give, promise or offer any bribe, gratuity, gift, loan, perquisite reward or advantage pecuniary or otherwise to any officer or person in the employment of the Government in any way relating to such officer's or person's or employment.

iii. If supplier decline, neglect or delay to comply with any demand or requisition or in any other way fail to perform or observe any condition of the contract.

iv. If supplier or any of his partners become insolvent or apply for relief as an insolvent debtor or commence any insolvency proceedings or make any composition with his creditors or alternate to do so or in the case or being register company, any order be duly made of any resolution be duly passed for the winding up of the company.

v. If supplier fail to deposit the security deposit as required.

c) In case of such rescission firm's security deposit (or such portion there of as the officer sanctioning the contract shall consider fit or adequate) shall stand forfeited and be absolutely at the disposal of buyer. In case of such rescission the buyer shall be entitled to recover from firm any extra expense the buyer may have to put in obtaining supplier/services hereby agreed to be supplied from elsewhere in any manner for the remainder of the period for which this contract was entered into, without prejudice to any other remedy the buyer may have.

27. Not withstanding anything herein before contained and without prejudice hereto the officer operating the contract or his successor in office may recover from SUPPLIER as compensation. Such sums as buyer considers reasonable:-

(a) If any goods entrusted to firm under the contract be lost, damage or depreciated unless such loss, damage or depreciation be due to the act of God as natural disasters.

(b) If I/We fail to observe or perform any condition of the contract.

28. Firm shall be liable to pay rent for any military land if and when occupied by firm in the course of the contract at rate to be fixed by the officer sanctioning the occupation of the land and intimated by officer sanctioning the contract.

29. All question concerning the payment or refund or Octroi, Terminal Taxes etc and for settlement between the contractor and the municipal or other authorities concerned, the officer sanctioning the contract or the officer officiating in his place as notified in local orders admits no liability in this connection and will not enter into any correspondence in this subject.
30. In respect of any supplies of foodstuffs or of drinks under this contract an officer of the department concerned and any medical officer acting on behalf of the officer sanctioning the contract may, any time, inspect and examine these supplies and the hygienic and sanitary conditions under which these supplies are prepared, stored (previous to issue to receiving officers) or issued and firm should comply without unnecessary delay with any reasonable instructions or suggestion issued by such officer in connection with the preparation, storing and handling of such supplies. Any expenditure incurred by firm in the course of such compliance (and which is not chargeable to me/us under the contract) being borne by firm if the officer sanctioning the contract may so decide.
- (a) Supplier shall submit bills to the officer contract operating officer on the correct printed forms. And shall always be entered at the same rates for each supply as shown in the schedule of the contract and under such class of the schedule as pertains to it and is specified by the officer operating the contract in the requisitions of order.
  - (b) Firm shall be responsible for taking possible steps to obtain receipt voucher from receiving officer in time to ensure of correct submission of bills. No responsibility will be held upon buyer in case of such delays.
  - (c) Supplier's security deposit or any balance thereof remaining at the end of the contract shall not be returned to firm until firm's accounts have been finally audited and settled and until I/W supplier has executed the "No Demand/Due Certificate".
31. (a) In the event or a state of emergency being declared by the President of India in the area under which this contract is held, and the control of supplies/services such are required under the contract being taken over by the civil or military authorities supplier hereby agrees to obtain supplier's requirement for the purpose of this contract through and under the supervision of the same authorities and without extra cost to the Government i.e. without altering the original tendered rate for supply under the contract.
- (b) In the event of such state of emergency being declared while the contract is in force and within 60 days before expiry of the contract period, I/We hereby agree that, if desired by the officer sanctioning the contract, the contract shall continue in force up to date of 60 days after the date originally fixed for the termination of contract.
  - (c) Not withstanding anything to the contrary herein contained if the Military situation necessitates such a course this contract may be terminated by the officer sanctioning the contract at any time without the contractor being entitled any compensation on that account.

- (d) After the state of emergency has been declared by the President of India which covers the area in which the contract is held the **COMPETENT FINANCIAL AUTHORITY OF THIS CONTRACT** will have the sole direction to decide the date from which the military situation warrant the termination of the contract. Such date will be communicated to firm in writing and firm agree to accept his decision as fully binding on firm from that date.
- (e) In the event of such state emergency being declared or its reasonably apprehended to be declared (as decided) by the officer sanctioning the contract whose decision shall be final on reasonable apprehension of declaration of State emergency) it shall be obligatory on the part of the contractor to deliver. The contracted items to any new location within the radius of 100 kms from original contract delivery point, as per decision of the contract operating officer.
32. (a) By virtue of firm's position as a contractor, firm is not to divulge any military information that may come to their knowledge regarding strength composition, location or sites etc., to any person.  
(b) It is a criminal offence to disclose such information and failure to observe these orders will involve the termination of this contract. This will also make firm liable for prosecution under the relevant sections of criminal procedure code.  
(c) The same condition will apply to any of firm's local representatives employed by firm from time to time.  
(d) Firm shall take all measures necessary to ensure the safe custody of contract deeds.
33. Supplier shall not plead ignorance of any of these as excuse in case of complaint against or rejection of supplies/services supplied by me/us or with a view either asking for enhancement of any rates in the contract or in evading of firm's obligation under the contract.
34. Patents and other Industrial Property Rights. The prices stated in the present Contract shall deemed to include all amounts payable for the use of patents, copyrights registered charges, trademarks and payments for any other industrial property rights. The Contractor shall indemnify the Customer against all claims from a third party at any time on account of the infringement of any, whether such claims arise in respect of manufacture or use.
35. Suppliers in the rates tendered, have taken into consideration the effect of any new bill under discussion in the legislature.
36. Firm agree that children under 18 years of age will not be employed.
37. Firm agree to pay fair wages as per minimum wages act to the labourers employed me/us, in the event of any dispute as to what constituted the wages, the decision of the Area Labour Committee shall be final. Firm shall ensure/adhere to following:  
(a) The antecedents of all personnel employed by firm will be verified by the local Police Station.  
(b) Personnel without Police verification and not in possession of valid pass will not be permitted inside the Defence establishment.

(c) Labourers are not permitted to carry mobile phone/Camera inside Defense Establishment.

38. Supplier or his agents shall initial the units copy of IAFZ-1520 daily or at the time of deliveries of supplies. Supplier will simultaneously obtain on Supplier's copy of IAFZ-1520 the unit representatives initials at the time of supplying.
39. Supplier agree to the military local purchase organization carrying out its activities and exploring markets in any area in which Supplier may obtain products to meet demands under this contracts, either for the purpose of obtaining statistical records or for the purpose of purchasing any commodity for building up reserves or augmenting supplies in other districts as may be required from time to time or as may be consistent with any other state or other Governments control which may be introduced during the currency of this contract.
40. Supplier agree to appoint a reliable and intelligent representative as his agent who will attend unit ration stands daily and who will be given necessary powers by Supplier to make prompt arrangements for replacements of any supplies rejected at ration stands/Base Victualling Yard/other places at Visakhapatnam. Such representatives shall be authorized by Supplier to sign IAFS 1520 at all time of delivery of supplies.
41. You are to initial any erasures or alternations that may have already been made in the forms before they are sent to you and also any further erasures or alterations (if any) that you may have accidentally made in the course of completing the forms.
42. If yours is a partnership firm each partner must sign the tender, the Schedule, and if it not embodied in the Schedule, the "Specification and Conditions" (if any partner signs the tender or any documents forming part of the contract on behalf of the firm the original partnership agreement or the power of attorney duly executed in his favour authorizing him to bind the firm in all matters pertaining to the contract including the submission of and dispute relating to business of the firm to arbitration should be attached to the tender or such other document, If you (or any of your partners be unable to write you (or he) must make your (his) mark or affix your (his) seal instead and this mark or seal must be attested and dated by some responsible person.
43. In case where a partner of a firm dies before acceptance of the tender, the surveying partner ( or partners and the legal representative of the deceased) must renew the tender. The signature of one recognized agent on behalf of all these partners of a firm can only be accepted if he holds a proper power of attorney signed by all these partners. The power of attorney must be submitted for inspection at the time of tendering. It must in the case of a Registered Company and in the case of a partnership be signed by all the partners of the firm and must be properly stamped and registered with the district registration authorities. The stamp duty payable can be ascertained from the office of the Collector of the District where it is executed.
44. The successful tenders will be notified for acceptance of tender in whole or in part. Till then no tenderer has any right to assume that his tender has been accepted. In whole or in part and if any tenderer disregards this warning and makes any arrangement or incurs any expenditure in anticipation of receipt of notice of acceptance, he will have no claim for compensation.



45. Unit receipt of the **PBG** in full or in the event of the non-submission of the security deposit the **earnest money** will be retained and considered as part of security and shall be subject to disposal by Government in accordance with clauses of this tender and the balance amount if any will be deducted from the payment of the bills of the contractor. Same action will be taken in the case of re-appropriation of security form expired or nearly expired contracts if the re-appropriation action is not completed within the stipulated period and the security is not deposited by the contractor.

46. Earnest money of successful tenderer will be returned as soon as the PBG as security deposit has been furnished unless it will be needed as part of the security deposit that of unsuccessful tenderers (unless forfeited) will be returned by registered post or by hand.

47. The tenderer shall hold the offer open upto and including 150 days. It is understood that the tender documents have been sold/issued to the tenderer and the tender is being permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not resign from his offer or modify the terms and conditions thereof should the tenderer fail to observe and comply with the foregoing stipulation, the earnest money shall be forfeited to the Government under this contract and the law. The earnest money shall also be liable to be forfeited in full, if the tenderer fails to furnish security deposit by the due date, no interest will be payable on the amount of the earnest money in any case.

48. No cognizance will be taken of any communication relating to withdrawal revocation or amendment to the tender already submitted except when it is in the form of a letter duly signed by the tenderer, if the tenderer, is an individual, by the partners of the firm of tenderers or their duly accredited attorney, if the tenderers are a partnership firm and by a person having express authority in the case of a limited company.

49. Should any individual or firm not on the registered list of the Officer opening these tenders wish and be allowed to tender this notice, it must distinctly understood that acceptance of his or their tender is subject to his or their being registered or in process of registration and its capacity is assessed by the contract operating authority before tenders are opened. Such tenderers must be careful to give their addresses clearly and full.

50. No priority certificates or letters to Railway/Transportation or to their authorities will be given to you to facilitate the carrying out of the contract.

Witness: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Dated : The \_\_\_\_\_ day and month of \_\_\_\_\_ 2018.

## **PART IV – SPECIAL CONDITIONS OF RFP**

- 1. Performance Guarantee:-** On issue of the notice of acceptance, the tender will become a contract in so far as notification shows the whole or part of the tender that has been accepted and the tenderer will furnish the security deposit in the form of performance Bank Guarantee in favour of President of India, Ministry of Defence, Govt. of India through **Area Accounts Office (Navy), Visakhapatnam** 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 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 180 days beyond the date of contract period. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request). Only on completion of contractual obligations clearance of PBG will be done as per discretion of contract operating authority. If PBG is not submitted within 30 days payments will be stopped till it is received by this office and if items are not supplied risk and expense will be done through EMD amount. Also the payments will be stopped for other items in contract with Indian Coast Guard and their PBG/EMD payments for the contracts with Indian Coast Guard will be utilized for risk and expense.
- 2. 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 within the currency of the contract. It will be entirely the discretion of the buyer to exercise this option or not.
- 3. Repeat Order Clause :** This contract has 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 successful completion of this contract, cost, terms & conditions remaining the same. You are required to confirm acceptance of this clause. It will be entirely the discretion of Buyer to place the repeat order or not.
- 4. Parallel Contract:** NA
- 5. Risk and Expense Clause:** (In case of delay in supply, non-supply of varieties, short supply or of items) As per DPM, DFODs and ASC manual. Also including below conditions:-

  - (a) Should the stores or any installment thereof not be delivered with the time or time 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 **supply order period** 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 or any installment thereof not perform/supplied in accordance with the specifications/parameters provided by the Seller, 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 and carry out risk and expense.

(c) In case of a material breach that was not remedied within **supp. order period**, the BUYER shall 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.

**6. Fall clause:** The following Fall Clauses will form part of the contract placed on successful bidder (as per DPM and ASC manual):-

(a) The price charges for the stores supplied under the contract by the Seller in no event exceeds the lowest price at which the Seller sells the stores or offer to sell stores or identical description to any persons/organization including the purchaser or any department of the Central Govt. or any department of State Govt. or any Statutory undertaking the central or state Govt. 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 prices, sells or offer to sell such stores to any person/organization including the Buyer or any Dept of Central Govt. or any department of the State Govt. or any Statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the contract, they shall forthwith notify such reduction or sale or offer of sale to the Director General of supplies and Disposal and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

**7. Apportionment of Quantity:** NA

**8. Packing and Quality:** Packing material be hygienic, clean infestation free and dry packing material and in quantities as per contract operating/demanding officer's part supply order. Respective DGST specification is to be followed for item and packing quality and material. Packing quantity as specified in commercial bid matrix is to be packed in a food grade, airtight and waterproof material strong enough to hold the weight and do not affect the quality of victuals over period.

**9. Franking Clause:**

a. 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. In the case of Rejection of Goods. "The fact that the goods have been 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".

**10. Payment:** Payment will be made monthly by Cheque/Cash from this office on receipt of original bill, which shall to be handed over to this office by last day of the month or by first week of next month for raising of contingent bill same could be subject to change in future notice, being changed to CDA(N).

**11. Paying Authority.** Indigenous Sellers: (Name and address, contact details). Following documents are to be submitted to Paying Authority for payment along with the bill which are to be forwarded to Area Accounts office (The station will not be responsible for delay/cancellation of payment by due to non-submission of these documents by the supplier:

- (a) An ink-signed copy of the Contingent Bill.
- (b) An ink-signed copy of the Commercial Invoice.
- (c) A copy of the Supply order with UO No. and date of IFA's concurrence, where required under delegation of Financial powers.
- (d) CRVs in duplicate.
- (e) Relevant documents/proof of payment in support of the claim for statutory and other levies, such as Excise duty Challan, Customs duty clearance certificate, Octroi receipt, etc., as applicable.
- (f) Exemption certificate for Excise duty/Customs duty, if applicable.
- (g) Bank Guarantee for advance, if any.
- (h) Performance bank Guarantee/indemnity bond, where applicable.
- (i) Details for electronic payment as per mandate form given in Form DPM-11, if these details are not incorporated in the Supply Order/Contract or in case there is a change in these details.
- (k) GST registration certificate.
- (l) Any other document/certificate that may be provided for in the supply order/contract.

12. It is clearly understood that the Specification referred to in the tender shall be interpreted as the minimum standard of size and quality of supply which shall be accepted and the goods supplied shall be the best according to the seasons.

13. (a) The Government reserves the right to issue the produce of any Government of Government aided/sponsored scheme either within or without the area covered the contract in lieu of any articles being supplied by supplier under the contract and supplier shall have no claim against the Government as damages or compensation on account of the suspension or supplies in full or in part caused by such issues.

(b) The officer operating the contract will be at liberty to issue authorized substitutes in lieu of the articles contracted for, from Government stocks which may be due for turnover or essential to be consumed within specified period to avoid loss to the State or any other reasons and that supplier will not claim compensation for any underdrawals from supplier that account.

(c) Supplier shall ensure sufficient and continuous supply of commodities throughout the period contract with due regard to para (a) & (b) above.

14. In case of dispute between me/us and the officer operating the contract regarding quality/quantities of supplies tendered I/We agree to abide by the decision of the CFA or such officer as may be detailed by CFA to investigate the case and his decision shall be final and binding.

15. Delivery will be made in transport arranged for and paid by supplier. Supplier will also provide and pay for labour unloading the carts at places of delivery and for weighing over supplies to Units there.

16. The Commodities will be supplied in supplier's own packing materials which supplier will arrange to the cover at supply Depot or Units concerned under supplier's own arrangement.

17. All persons employed by me/us in the handling, storage carriage and delivery of food or drink article to be supplied under the contract would be healthy and also clean in person and clothing. They will be subject to Medical inspection as and when desired by the Medical authorities concerned and if any of them found to be not suitable medically will be discharged and replaced by suitable men at once. I/We agree that if so desired by Medical authorities such employees will undergo vaccination or inoculation or cease to be employed by me/us.

18. In the event of any agent employed by supplier for the delivery of supplies such agent must be approved by the Supply Officer concerned. Agent(s) considered undesirable by the officer operating the contract will be replaced by me/us by suitable desirable person(s).

19. Any restriction, whatsoever imposed by the local or provincial Government on the export/import of the articles contracted for will not absolve supplier from the obligation of this contract and will not be accepted as an excuse for non delivery of the same.

20. The supplies required under this contract include those for Indian Troops, Air Force, Army and Navy, National of any other countries for whom Government of India accepts responsibility, and who happen to be in and come in to the Area covered by the contract.

21. Under this I/We cannot refuse to provide for issue of the articles contracted for as substitute for any other item or items of the ration, scale of troops, of the articles contracted for Army, Air force, Navy and Coast Guard Personnel. The items thus supplied will be paid for as per rates quoted in the schedule. I/We will not have any claim for special rates in respect of articles thus provided.

22. Supplier should fully understand that this contract is in the nature of standing offer and a legal contract comes into being only when a supply order is placed by the CFA/Direct Demanding Officer. Being just a standing offer, the contract operating officer may short close or terminate the contract at any time during its currency ir-respective of the actual off take against the contract and no claim for compensation on account of any underdrawal will be entertained.
23. Supplier has taken into consideration the effect of any new bill/bills under discussion in the legislature in the rates tendered.
24. A Repeat order against a previous order may be placed at the same cost and terms and conditions as per the original order/contract with the approval by the CFA and concurrence of integrated finance in accordance with provisions laid down in defence procurement manual 09.
25. **Warning.** No tender will be accepted unless correctly signed and witnessed. This applies to all conditions and special conditions for substitutes and all other relevant contractual documents. If the contractor does not himself sign, then the person on his behalf must be certified as having a register "Power of attorney" to sign for the tenderer/contractor.
- (a) Seller agree to take all reasonable steps necessary to ensure that all persons employed by him in any work in connection with the contract, have full knowledge of the Official Secret Act and Regulation framed there under.
- (b) Communication of any information known during the implementation of the contract by seller/his servants or agents to any persons not concerned with such information shall be treated as non-compliance with the provisions of official Secret Act and / or Rules made there under and render him liable to such punishments Is/are proscribed there under.
- (c) Seller is hereby being made aware that non-compliance with the above instruction shall constitute breach of the contract and shall in addition to the criminal liability referred to in ser (b) above, also entitling the officer sanctioning the contract to cancel the contract and to purchase the articles or its substitutes at seller's risk and cost in accordance with terms and conditions of this tender document. In the event of such cancellation of the articles contracted for or its authorized substitutes shall be procured by the officer sanctioning the contract or his rep representative at such price and within such times as considered fair and reasonable and the decision of the officer in this respect shall be final and binding on seller.

Signature: \_\_\_\_\_  
(Rank and Designation of Officer calling for Tenders)

II

All the above conditions are accepted by me/us.

\_\_\_\_\_

(Signature of witness)

Name \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact No. \_\_\_\_\_

Station \_\_\_\_\_

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2018

\_\_\_\_\_

(Signature of the Tenderer(s))

Name \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact No. \_\_\_\_\_

**PART-V**

**EVALUATION/ELIGIBILITY CRITERIA FOR PARTICIPATION FOR TENDER  
(TO BE FILLED BY THE TENDERERS ALONGWITH THEIR SIGNATURES AND  
STAMP)**

**TENDER FOR SUPPLY OF "FRESH PROVISIONS" AT ICGS KAKINADA, KAKINADA  
FOR A PERIOD OF ONE YEAR**

**1. Firm Details:-**

- (a) Name and Complete Postal Address : \_\_\_\_\_  
(b) Name of the Contract Person : \_\_\_\_\_  
(c) E-mail ID : \_\_\_\_\_  
(d) Telephone No. with STD code : \_\_\_\_\_  
(e) Fax Number with STD code : \_\_\_\_\_  
(f) Mobile No. : \_\_\_\_\_  
(g) Details of Bank Account :  
(i) Name and type of Account : \_\_\_\_\_  
(ii) Account Number : \_\_\_\_\_  
(iii) MICR Number : \_\_\_\_\_  
(iv) Bank Name with full address and PIN Code: \_\_\_\_\_  
(h) IT PAN Number of the firms : \_\_\_\_\_  
(j) Full postal address of income tax officer: \_\_\_\_\_  
(where your income tax is filed)

2. All the above details are certified by supplier/vendor for making any official correspondence and if not provided the tender is liable to be rejected.

**3. Annual Turnover of the Firm (Should be 20 Lakhs)**

Financial Years		
2015-16	2016-17	2017-18
Rs.	Rs.	Rs.

**4. Documents:**

The following documents are to be submitted alongwith Bid:-

- (a) GST registration certificate/HSN/SAC code.  
(b) Income tax details for last 03 years.  
(c) Past contracts for similar items with Defence/Public (or) Private sectors (attach details)  
(d) EMD in the form of Account Payee/DD/FDR in the name of Add. Controller of Defence Accounts (Navy), Visakhapatnam is to be submitted. In case firm is claiming exemption or any grounds like NSIC/Registration with Defense organization then the same must specifically for supply of dry/tinned and then the copy of relevant documents/certificate clearly stating grounds for exemption is to be submitted alongwith Technical bid.



5. **Earnest Money:** The details of Earnest Money Deposits in the form of Fixed Deposit Receipt/Demand Draft in favour of "**Add. Controller of Defence Accounts (Navy), Visakhapatnam**" are furnished hereunder:-

S.No.	Name of the bank and address	FDR No. & Date	Face value Rs.

Signature of Witness

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact No. \_\_\_\_\_

Signature of Tenderer(s)

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact No. \_\_\_\_\_

**FORMAT FOR PAYMENT THROUGH NEFT/ECS**

My details are as follows for you to enable payment through NEFT Mode

<b>Ser</b>	<b>Information required</b>	<b>Mandatory Details</b>
01	Name of the Suppliers Bank & Branch	
02	Suppliers Name (As per the Account)	
03	Suppliers Bank Account Number	
04	NEFT IFSC Code	
05	E-Mail ID of Firm	
06	Contact Number of Bank	
07	Contact Number of firm	
08	MICR Code No.	
09	PAN No.	

**PART - V**  
**BID EVALUATION CRITERIA - FRESH PROVISIONS**

\*Delete whichever is not applicable\*

1. Evaluation Criteria. The board 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 requirement 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 L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/State Local Government on final product, as quoted by bidders. Price Preference up to 15% over the quotation of large-scale units is provided for Micro, Small and Medium Enterprises (MSMEs) registered with NSIC for 358 items as listed in Form DPM-1.
  - (c) The taxes applicable are to be indicated separately. **Bids submitted without mentioning taxes separately would be summarily rejected.** If NIL taxes are mentioned the relevant notification/exemption certificate should be indicated.
  - (d) Seller has to submit a copy of registration certificate under GST along with the bids. In case the firm is unregistered under GST, the same has to be communicated by the seller on their letter head.
  - (e) 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.
  - (f) Levies, taxes and duties levied by Central/State/Local Government 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 Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

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.

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).

Ser	Item	Deno	Qty	Rate per Kg	Total Amount (Rs.)
(a)					
(b)					
(c)					
Total Price of items(s)					
Any other requirement					

3. Additional information in Price Bid on Taxes and Duties (not in scope of L-1 determination) – (attach copy of extant Govt. Notification law which the bidder is quoting)

**Note:** Taxes and duties levied by Central/State/Local governments such as Custom duties, etc on final product will be paid by the buyer on actual, based on relevant documentary evidence. Taxes and duties on Input item will not be paid by Buyer.

- (a) Is custom duty exemption (CDE) required, if any:
- (b) If yes, then mention the following:
  - (i) Custom 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 : \_\_\_\_\_
- (c) Any other Taxes/Duties

Station:

Signature of the Tenderer(s)

Name \_\_\_\_\_

Address \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_