

TENDER COST RS. 100/-

Tel: 04368-226500
Email: cgs-kkl@indiancoastguard.nic.in

Reply should be addressed
to the Commanding Officer

भारतीय तटरक्षक अवस्थान कराईकल
ICGS Karaikal
No. 64
Bharathi Nagar,
PB No. 1554, Karaikal PO
Karaikal – 609 602

Quoting: KKL/VICT/ARC(GROUP-I)/JUN 19-MAY 20

27 May 19

M/s _____

OTE

REQUEST FOR PROPOSAL
INVITATION OF BIDS FOR ANNUAL RATE CONTRACT FOR
LP OF FRESH PROVISIONS (GROUP I- VEG FRESH, POTATO, ONION & FRUITS)
FOR CG UNIT/SHIPS AT KARAIKAL
RFP NO.ICGS(KKL)/RFP/ARC-VICT(FRESH)/05/19-20 DT 27 MAY 2019

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 ICGS(KKL)/RFP/ARC-VICT(FRESH)/05/19-20 DT 27 MAY 2019.**"

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, Bharathi Nagar,
PB No. 1554, Karaikal PO,
Karaikal – 609 602.

(c) Name/designation of the contact personnel: Deputy Commandant C Sunil
Station Logistics Officer

(d) Telephone numbers of the contact personnel: 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,



(C Sunil)
Deputy Commandant
Logistics Officer
for Commanding Officer

**Enclosure to ICGS Karaikal RFP No. ICGS(KKL)/
RFP/ARC-VICT(FRESH)/05/19-20 DT 27 May 19**

PART –I – General Information

01. **Last date and time for depositing the Bids: 1130 Hrs on 17 Jun 19.** 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 "**ICGS(KKL)/RFP/ARC-VICT(FRESH)/05/19-20 DT 27 MAY 2019.**" 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-1500 Hrs on 1430 Hrs on 17 Jun 2019.**
(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 (Entrance of Admin Building). Bids to be dropped in a sealed cover marked as "**LP OF FRESH PROVISIONS (GROUP I- VEG FRESH, POTATO, ONION & FRUITS FRESH) with RFP No. ICGS(KKL)/RFP/ARC-VICT(FRESH)/05/19-20 DT 27 MAY 2019.**
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 I- VEG FRESH, POTATO, ONION & FRUITS FRESH) 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 I- VEG FRESH, POTATO, ONION & FRUITS FRESH) 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 **04 Jun 19** (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. 32,531.00** (Rupees **Thirty Two Thousand Five Hundred Thirty One** 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 **Public Fund Account, 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. SK Pandey, P/Nvk (SA) at a cost of Rs.100.00 in form of DD. 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 "**PUBLIC FUND ACCOUNT, 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 10 Jun 19 to 09 Jun 20:

<u>S.No.</u>	<u>Description</u>	<u>Deno</u>	<u>Approx Qty for one Year</u>
(a)	Onion	Kgs	2321.28
(b)	Potato	Kgs	4255.68
(c)	Cabbage	Kgs	840.432
(d)	Ladies finger	Kgs	840.432
(e)	Brinjal	Kgs	420.216
(f)	Cauliflower	Kgs	840.432
(g)	French beans	Kgs	840.432
(h)	Carrot	Kgs	420.216
(j)	Beetroot	Kgs	420.216
(k)	Cucumber	Kgs	840.432
(l)	Bittergourd	Kgs	420.216

(m)	Capsicum	Kgs	840.432
(n)	Bottlegourd	Kgs	840.432
(p)	Raddish	Kgs	252.132
(q)	Elephant Yam	Kgs	252.132
(r)	Tomato	Kgs	252.132
(s)	Green Chilly	Kgs	84.048
(t)	Apple Red	Kgs	2224.560
(u)	Pomegranate	Kgs	2224.560
(v)	Banana Yellow	Kgs	889.824
(w)	Grapes Green	Kgs	444.912
(x)	Orange	Kgs	444.912
(y)	Pineapple	Kgs	444.912
(z)	Water Melon	Kgs	444.912
(aa)	Musk Melon	Kgs	444.912
(ab)	Sapota (Chikkoo)	Kgs	444.912
(ac)	Papaya	Kgs	444.912
(ad)	Mango	Kgs	444.912

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:**

(a) The fresh vegetables will be crisp, well formed, of proper tender maturity and shall not be with coarse fibres, stringy, old or hard due to over age and over growth, spongy or fluffy due to age. The vegetables shall be those in season commencing from early season arrivals and also late season receipts. These will be freshly gathered, cleaned, graded for soundness and wholesomeness. Botanically fruits of plants, roots, leaves, stems, flowers and modified forms of stems, roots and leaves constitute vegetable fresh for human consumptions.

(b) The vegetable fresh shall be free from insect infestation, physiological disorders, blemishes of damage and disease. They shall also be free from discolouration, injury, damage or signs of improper storage, handling and transportation, which renders them a poor look as to the freshness.

(c) The vegetable fresh shall be free from rotting, coating of waxes, mineral oil and colours.

(d) The fresh vegetables will be subjected to the approval of local supply officer after his careful inspection and having found them conforming to this specification. The decision of this officer shall be final.

(e) All vegetables shall be supplied in suitable clean containers designed to protect them from damage, deterioration and contamination of any kind.

19. **Delivery Period:**

(a) Items are required to be delivered in full quantity within 12 hours to two days alongwith 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 (Group-I) are required to be deliver 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 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 **11 Aug 2019**.
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 under take 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 offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the 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 (AS PER GST NORMS):**

(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 successful 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 **05% of the estimated annual contract value within 30 days of signing of this contract.** 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 (through Imprest Payment). 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 reproduction 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'.

S.No	Description	Deno	Approx Qty for one Year	Rate per Kgs/Ltrs/Nos	Total Cost (Qty x Rate)
(a)	Onion	Kgs	2321.28		
(b)	Potato	Kgs	4255.68		
(c)	Cabbage	Kgs	840.432		
(d)	Ladies finger	Kgs	840.432		
(e)	Brinjal	Kgs	420.216		
(f)	Cauliflower	Kgs	840.432		
(g)	French beans	Kgs	840.432		
(h)	Carrot	Kgs	420.216		
(j)	Beetroot	Kgs	420.216		

(k)	Cucumber	Kgs	840.432		
(l)	Bittergourd	Kgs	420.216		
(m)	Capsicum	Kgs	840.432		
(n)	Bottlegourd	Kgs	840.432		
(p)	Raddish	Kgs	252.132		
(q)	Elephant Yam	Kgs	252.132		
(r)	Tomato	Kgs	252.132		
(s)	Green Chilly	Kgs	84.048		
(t)	Apple Red	Kgs	2224.560		
(u)	Pomegranate	Kgs	2224.560		
(v)	Banana Yellow	Kgs	889.824		
(w)	Grapes Green	Kgs	444.912		
(x)	Orange	Kgs	444.912		
(y)	Pineapple	Kgs	444.912		
(z)	Water Melon	Kgs	444.912		
(aa)	Musk Melon	Kgs	444.912		
(ab)	Sapota (Chikkoo)	Kgs	444.912		
(ac)	Papaya	Kgs	444.912		
(ad)	Mango	Kgs	444.912		

Note:-(i) 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 are required to be submitted.



(C Sunil)
Deputy Commandant
Logistics Officer
for Commanding Officer

Appendix 'A' : Technical Bid Format
Appendix 'B' : Commercial Bid Format

**TECHNICAL BID – SUPPLY OF VEG FRESH, POTATO, ONION & FRUITS FRESH
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 (at least 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 19

COMMERCIAL BID FORMAT**SUPPLY OF VEG FRESH, POTATO, ONION & FRUIT FRESH FOR ICGS KARAIKAL
(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:-

<u>S.No.</u>	<u>Description</u>	<u>Deno</u>	<u>Qty</u>	<u>Rate</u>	<u>Total Cost</u>
(a)	Onion	Kgs	2321.28		
(b)	Potato	Kgs	4255.68		
(c)	Cabbage	Kgs	840.432		
(d)	Ladies finger	Kgs	840.432		
(e)	Brinjal	Kgs	420.216		
(f)	Cauliflower	Kgs	840.432		
(g)	French beans	Kgs	840.432		
(h)	Carrot	Kgs	420.216		
(j)	Beetroot	Kgs	420.216		
(k)	Cucumber	Kgs	840.432		
(l)	Bitter gourd	Kgs	420.216		
(m)	Capsicum	Kgs	840.432		
(n)	Bottle gourd	Kgs	840.432		
(p)	Radish	Kgs	252.132		
(q)	Elephant Yam	Kgs	252.132		
(r)	Tomato	Kgs	252.132		
(s)	Green Chilly	Kgs	84.048		
(t)	Apple Red	Kgs	2224.560		
(u)	Pomegranate	Kgs	2224.560		
(v)	Banana Yellow	Kgs	889.824		
(w)	Grapes Green	Kgs	444.912		
(x)	Orange	Kgs	444.912		
(y)	Pineapple	Kgs	444.912		
(z)	Water Melon	Kgs	444.912		
(aa)	Musk Melon	Kgs	444.912		
(ab)	Sapota (Chikkoo)	Kgs	444.912		
(ac)	Papaya	Kgs	444.912		
(ad)	Mango	Kgs	444.912		
				Net Amount	
				Taxes	
				Grand Total	

Note:-

(i) 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 wiseas 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 19