

**GOVERNMENT OF TAMIL NADU
DEPARTMENT OF FISHERIES**

**Rate Contract Tender and Empanelment
for the Supply of
FRP Fishing boats, Out Board Motor / In Board Engine /
Fishing Nets (Webbing) and Insulated Ice Boxes
Tender Reference**

Commissioner of Fisheries and Fishermen Welfare, Chennai

Lr.No. 19437/J1/2021 Dated: 03.12.2021

EOI document to be sent to:-

**Office of the Director of Fisheries,
Integrated Office Buildings,
571, Anna Salai, Nandanam, Chennai – 35
Ph: 044-29510406 / 29510407**

**Email: coffisheries@gmail.com
jmarineho@gmail.com**

Last date for submission of REOI document - 03:00 PM on 27.12.2021

ANNEXURE – I

FORMAT FOR LETTER OF UNDERTAKING

(on the Letter Head of the Firm (in the case of single firm) or Lead Member (in case of a Consortium))

Date:

To

The Commissioner,
Fisheries and Fishermen Welfare Department,
Integrated Office Complex,
571, Anna Salai, Nandanam,
Chennai – 600 035
Tamilnadu

Sir,

Sub : Request for inclusion in the empanelled list of **construction of FRP boats / Supply of OBM/IBE, NETS / INSULATED ICE BOXES** (Strikeout which is not applicable) under the scheme of providing assistance for construction of FRP boats upto 10 OAL including engines, nets & insulated ice boxes as a replacement of traditional/ wooden boats under PMMSY scheme and Blue Revolution scheme

Ref : Commissioner of Fisheries & Fishermen Welfare,
REOI ref **no.19437/J1/2021 Dated:03.12.2021**

Being duly authorized to represent and act on behalf of I/We..... (hereinafter referred to as “the firm”), and having reviewed and fully understood all of the pre-qualification requirements and information provided, the undersigned hereby express our interest for the inclusion of our firm in the empanelling list of **construction of FRP boats / Supply of OBM/IBE, NETS / INSULATED ICE BOXES** (Strikeout which is not applicable) under the scheme of providing assistance for construction of FRP boats upto 10 OAL including engines, nets & insulated ice boxes as a replacement of traditional/ wooden boats under PMMSY / Blue Revolution scheme.

I/We -----confirm that we have examined the terms and conditions published in the EOI and accordingly submitting the proposal for the captioned project.

I/We ----- hereby confirm that our Company was not blacklisted by any State Government/ Central Government/ State or Central Public Sector Undertakings during the last three years. We also hereby confirm that our EMD/SD was not forfeited by any State Government / Central Government / State or Central Public Sector Undertakings during the last three years due to our non-performance, non-compliance with the tender conditions etc.

I/We ----- hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

I/We _____ certify that we are liable and responsible for any disputes arising out of Intellectual Property Rights. In case of violation of any of the conditions above, I/We..... Understand that I/We are liable to be blacklisted.

(In case of Consortium add the following paragraph)

This proposal is submitted on behalf of a Consortium comprising (the name of each consortium member) and of which (insert the name of lead member of consortium) has agreed to act as lead member.

Yours faithfully

(Signature of Authorised Signatory)

(Name : Title and Address of the Firm)

1. PREAMBLE

The Government of India, Ministry of Agriculture, Department of Animal Husbandry, Dairying and Fisheries, New Delhi have accorded administrative sanction towards:-

- i) Providing assistance for construction of 200 FRP boats upto 10 OAL including Out Board Motors / In Board Engines, Fishing nets (Webbings) & insulated ice boxes under the scheme of Conversion of Wooden / traditional crafts into FRP boats at an estimated cost of Rs.1000.00 lakhs under the Central sector Scheme on PMMSY at an unit cost of Rs.5.00 lakh (Rupees five lakh only) with 40% subsidy assistance to traditional fishermen.
- ii) Providing subsidy assistance for procurement of 1300 numbers of Out Board Motors / In Board Engines with 40% subsidy assistance at a total unit cost of Rs.1.20 lakh (Rupees one lakh and twenty thousand only) to traditional fishermen.

Procurement of FRP boats and components and Out Board Motors / In Board Engines will be made in two phases. Viz., 100 FRP boats with equal numbers will be procured in the second phase.

2. Tender Schedule

1.	Tender Inviting Authority Designation and Address	<p>The Commissioner of Fisheries and Fishermen Welfare, Integrated Office Buildings, 571, Anna Salai, Nandanam, Chennai – 600 035</p> <p>Ph: 044-29510406 29510407</p> <p>Email: coffisheries@gmail.com jmarineho@gmail.com</p> <p>Website: www.tnfisheries.in</p>
2.	A) Name of the Work	Rate Contract and Empanelment for the Supply of FRP boats, Out Board Motors / In Board Engines, fishing Nets and Insulated ice boxes. REOI documents should be submitted for FRP boats, fishing nets, OBM/IBE and Insulated ice boxes separately.
	B) Tender reference	DOF Ir.No.19437/J1/2020 dated: 03.12.2021
	C) Place of supply, Delivery	Places indentified and approved by the Joint Director of Fisheries (Regional), Chennai, Nagapattinam, Tuticorin and Deputy Directors of Fisheries (Regional), Cuddalore, Ramanathapuram, Trichy, and Kanniyakumari.
3.	Tender Documents available place	On all working days between 11.00 AM and 2.00 PM upto 27.12.2021 from the Address mentioned in Row (1) above. Alternatively, Tender documents can be downloaded free of cost from www.tnfisheries.tn.gov.in and www.tenders.tn.gov.in

4.	Cost of Tender Document	INR 1,100/- in cash or by Demand Draft drawn on any Nationalized Bank payable at Chennai for direct purchase from the O/o the Commissioner of Fisheries and Fishermen Welfare, Nandanam, Chennai-35. The REOI Document fee is waived for the downloaded Tender document.
5.	REOI submission	REOI comprising of Price Bid along with the other documents viz., EMD, proof in support of turnover, etc., should be submitted MANUALLY. Separate tenders should be submitted for each component viz, FRP Boats, OBM/IBE, fishing nets, and Insulated Ice Boxes. Tenders received after the due date and time will be summarily rejected.
6.	Due Date, Time and Place of submission REOI	Upto 3.00 PM on 27.12.2021 at the address mentioned in Row (1) above.
7.	Date, Time and Place of opening of the Tenders	On 27.12.2021 at 3.30 PM at the address mentioned in Row (1) above
8.	Bid Validity	180 days. Liable to be extended as per the request of Commissioner of Fisheries and Fishermen Welfare.

REOI documents can also be downloaded from the websites indicated. The Bidder(s) who have downloaded the REOI documents shall declare that no corrections or alterations were made in the document. The REOI documents obtained from Department of Fisheries **are not transferable.**

If REOI documents are required to be sent by registered post, a sum of Rs.500/- is to be paid extra. **In the event of postal delay or non delivery of REOI tender document**, Department of Fisheries & Fishermen Welfare, Chennai **will not be responsible**.

The Eligibility criteria and other terms and conditions as per the REOI tender documents, have to be followed strictly. The Tender Accepting Authority has the right to reject any or all bids received without assigning any reasons therefore.

3. General Instructions to the Bidder(s).

3.1 General

- a) The Bidder(s) should examine all the instructions, terms and conditions and specifications given in the REOI document. Failure to furnish all the required information in every respect will be at the Bidder(s)'s risk and may result in the rejection of bid.
- b) It will be imperative for each Bidder(s) to familiarise himself/ themselves with the prevailing legal situations for the execution of contract. Department of Fisheries & Fishermen Welfare shall not entertain any request for clarification from the Bidder(s) regarding such legal aspects of submission of the Bids.
- c) It will be the responsibility of the Bidder(s) that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by Department of Fisheries & Fishermen Welfare. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder(s) to appraise themselves.
- d) The Bidder(s) shall be deemed to have satisfied himself fully before Bidding as to the correctness and sufficiency of his Bid for the contract and price quoted in the Bid to cover all obligations under this Tender.

- e) It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder(s) will be permitted throughout the period of Agreement or throughout the period of completion of contract including extended period, whichever is later on account of any reasons whatsoever.
- f) The Bidder(s) should be fully and completely responsible to Department of Fisheries & Fishermen Welfare for all the deliveries and deliverables.

3.2 Clarifications in the REOI document

- a) A prospective Bidder(s) requiring any clarification in the Tender may notify Director of Fisheries by letter or by Fax / E-mail to coffisheries@gmail.com and jmarineho@gmail.com
- b) The responses to the clarifications will be notified in the websites by means of Corrigendum to the REOI document, if required.

3.3 Amendments to the REOI document

- a) Before closing of the Tender, clarifications and amendments, if any, will be notified in the websites mentioned earlier. The Bidder(s)s should periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. Department of Fisheries & Fishermen Welfare will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidder(s)s.
- b) No clarifications would be offered by Department of Fisheries & Fishermen Welfare, within 48 hours prior to the due date and time for opening of the Tender.
- c) Before the closing of the Tender, Department of Fisheries & Fishermen Welfare may amend the REOI document as per requirements or wherever feel such amendments are absolutely necessary.

- d) Amendments may also be given in response to the queries by the prospective Bidder(s)s.
- e) Such amendments will be notified in the websites mentioned in the tender schedule.
- f) Department of Fisheries & Fishermen Welfare at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
- g) Department of Fisheries & Fishermen Welfare is not responsible for any misinterpretation of the provisions of this document on account of the Bidder(s)s' failure to update the Bid documents on changes announced through the website.

3.4 Language of the Bid

The bid prepared by the Bidder(s) as well as all correspondences and documents relating to the bid shall be in English only.

3.5 Bid Currency

Prices should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

3.6 Contacting Tender Inviting Authority

a) Bidder(s)s shall not make any attempts to establish unsolicited and unauthorised contact with the Tender Inviting Authority or Tender Scrutiny Committee or Tender Accepting Authority after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder(s) to bring extraneous pressures on the Tender Accepting Authority and / or the Officials of Department of Fisheries & Fishermen Welfare shall be the sufficient reason to disqualify the Bidder(s).

b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications

from Bidder(s)s relating to the tenders submitted by them during the evaluation of tenders.

3.7 Force Majeure

Neither Department of Fisheries & Fishermen Welfare nor the Successful Bidder(s) shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

- a) Any act of God such as lightning, earthquake, landslide, etc or other events of natural disaster of rare severity.
- b) Meteorites or objects falling from aircraft or other aerial devices, travelling at high speeds.
- c) Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy

3.8 Arbitration

- a) Any dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the supply, meaning, scope, operation or effect of the Agreement or validity of the breach thereof, which cannot be resolved through negotiation process, shall be referred to a sole Arbitrator to be appointed by the Commissioner of Fisheries & Fishermen Welfare. The Arbitration shall be held in Chennai, India and the language shall be English only.
- b) Subject to the above, the Courts at Chennai only shall have jurisdiction in this matter.

4. Eligibility Criteria

The Bidder(s)s should meet the following Eligibility Criteria to participate in the Tender and should enclose documentary proof for fulfilling the Eligibility in the Technical Bid.

Sl. No	Eligibility Conditions	Documentary Proof to be submitted
4.1	The Bidder(s)/ Manufacturer registered under Tamil Nadu GST Act / should be a Company registered in India under the Indian Companies Act 1956 or a Registered Partnership Firm or a Sole Proprietary Firm.	<p>a) In case the Bidder(s) is a Registered Company in India, they should produce the copy of the Certificate of Incorporation.</p> <p>a) In case the Bidder(s) is a Registered partnership Firm, they should produce the copy of Registered Partnership Deed.</p> <p>b) In case the Bidder(s) is a Sole Proprietary Firm, they should produce the copy of GST / Registration Certificate/Service Tax Registration Certificate.</p>
4.2	The Bidder(s) should have minimum of 2 years of existence in the manufacture of FRP boats as on 31.03.2021. Dealers of OBM/IBE, fishing nets and insulated ice boxes should have been in the business minimum for 2 years as on 31.03.2021.	Copy of Purchase / Work orders received on or after 31.03.2021 and completion certificate received from the customers.
4.3	Tenderer should have Average Annual Turnover of Rs.20 lakh and above for FRP Boats, Rs.25 lakh for fishing nets and Rs.25.00 lakh for Insulated Ice Boxes and Rs.25 lakh for OBM/IBE in the last 2 years (2019-20 and 2020-21)	<p>Copies of the Audited Balance sheets and Profit and Loss account for the last 3 years (2018-19 to 2020-21) should be submitted.</p> <p>Copies of Income Tax Returns should be furnished for the last 3 years viz., 2018-19 to 2020-21.</p>

Important Note:

1) Bidder(s) should ensure that they have submitted all the required proof of documents self attested and signed with seal as specified in the Tender document without fail. Bids received without the supporting documents to prove their eligibility are liable for rejection. Bidder(s) must be in a position to produce original for verification as and when demanded by Department of Fisheries, failing which, such of those documents will not be considered.

2) Department of Fisheries and Fishermen Welfare, reserves the right to verify the Authenticity and Veracity of any documents submitted for Eligibility criteria.

5. Specifications

5.1. Fibreglass Reinforced Plastic (FRP) Boats

1. Over All Length shall be 28' to 32' Bidder(s) should quote price for each size between 28' to 32' OAL if applicable
2. The width shall be 5' to 7' Bidder(s) should quote price for each size between 5' to 7' width if applicable.
3. Suitable depth for the above OAL and width of FRP boat. Bidder(s) shall quote price for each size of OAL between 28' to 32' and width 5' to 7' should mention the depth of the boat in feet for each size.
4. Marine grade FRP and resin should be used.
5. The glass fibre reinforcement are to be manufactured from low alkali borosilicate 'E' glass.

5.2 NETs

1. Bidder(s) should mention the following details of the webbings to be swepted
 - a. Material
 - b. Twine

- c. Mess size in mm
- d. Mess depth in number.
- e. Bidder(s) should quote price /kg of webbings

1. 54 to 58 mm, 2/3MD, 100 to 150 MD (Ayilaivalai) per kg
2. 125 to 130 mm, 9.3 MD(Pattunool valai) per kg
3. 58 to 60 mm, 2/2 - 200 to 300 MD (Vanjiram) per kg
4. 48 mm,1/4 - 65 MD (Manivalai) per kg
5. 75 mm, 2/3 - 50 MD (Naakuvalai) per kg
6. 60 Point mesh size 200 kg (Nylonvalai)
7. 42 point mesh size 150 kg (monofilamentvalai)
8. (30g) – 100 kg float 1000 Nos (Iron sinkers) per kg
9. 54 point mesh size 50 kg (monofilament)
10. 9/3, 177 MM, 105 MD (Pattuvalai)
11. 3/3, 72 MM, 175 MD (Pattuvalai) – 200 Kg
12. 0.32 MM, 110MM, 30MD (Nanduvalai) – 30 Kg
13. 0.16 MM, 34MM, 85 MD (Salangaivalai) – 08Kg
14. 0.18 MM, 58MM, 150 MD(Ayilaivalai) – 30 Kg
15. Kanava valai - 35 Kg
16. 135 mm, 30 MD (Mandalvalai) / kg
17. 265 to 275 mm, 8 to 10 MD (sattuvalai)/ kg
18. 26 mm, 250 MD (Soodaivalai) 1 kg Rs.650/-
19. 38 mm, 500 MD (Moralvalai) 1 kg Rs.700/-
20. 1. .5 MD, 55 – 65 MM (Vazhivalai)
21. .5 MD, 55 – 65 MM (Yachavalai)
22. 1.5 MD, 55 – 65 MM (Thoondilvalai)

5.3 Insulated Ice boxes

1. Insulated ice boxes of capacity from 50 Litres to 1000 litres
2. Bidder(s) should quote price for each size available between 50 litres to 1000 litres

6. EOI Preparation and Submission

COST OF BIDDING

6.1 The Bidder(s) should bear all the costs associated with the preparation and submission of EOI. Successful Bidder(s) should bear the expenses for entering agreement, registration charges, stamp duty and other miscellaneous expenses. Department of Fisheries and Fishermen Welfare will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

6.2 EOI Document Fee

a) The REOI Documents may be directly purchased from Department of Fisheries and Fishermen Welfare on payment of fees as mentioned in the REOI Schedule. The REOI document cost may be paid by way of Demand Draft / Banker's Cheque in favour of **“The Commissioner of Fisheries and Fishermen Welfare,, Chennai** payable at **Chennai**.

b) Alternatively the EOI Documents can be downloaded free of cost from the websites mentioned in the Tender Schedule. The EOI document fee is waived for such downloaded documents.

6.3 Letter of Authorisation

A letter of Authorisation from the Board of Directors / appropriate authority authorising the Tender submitting authority or a Power of Attorney to participate in the tender should be submitted in the Tender, otherwise the Bids will be summarily rejected.

6.4 Bidding

Bidder(s) should examine all the instructions, Terms, Conditions and Technical specifications given in the EOI document. Failure to furnish information required by the Tender or submission of a Bid not substantially responsive in every respect will be at the Bidder(s)'s risk and may result in rejection of Bids. Bidder(s) should strictly submit the Bid as specified in the Tender, failing which the bids will be non-responsive and will be rejected.

6.5. Bid

- a) **The Bid format as given in the EOI document shall be filled, signed and stamped on all pages.** Errors, if any, shall be attested by the Bidder(s). The Bid should contain all the documents required as per the Tender schedule. Any alternations, deletions or overwriting shall be attested with full signature of the authorised signatory.
- b) The Bid with supporting documents like proof for turnover, proof for supply of FRP boats, and price bid should be put inside, in a separate cover and sealed appropriately. **Separate bids / cover should be used for each components viz., FRP Boats, OBM/IBE, Fishing nets and Insulated Ice Boxes.**

The bid cover for FRP Boat, should be superscribed **“EOI for Supply of FRP Boats**, the bid cover for Out Board Motor / InBoard Engine should be super scribed as **“EOI for Supply of Out Board Motor / InBoard Engine”** the bid cover for Fishing Nets should be super scribed as **“EOI for Supply of Fishing nets** and the bid cover for Fishing Nets should be super scribed as **EOI for supply of Insulated Ice Boxes**

The “FROM Address” and “TO Address” should be clearly written in the cover otherwise the Bid is liable for rejection.

- c) All the Price items, as asked, in the Tender should be filled in tender.
- e) **The price quoted by the Bidder(s) shall include all the applicable taxes.**

- f) The Price Bid Form should not contain any conditional offers or variation clauses; otherwise the Bids will be summarily rejected.
- e) The Prices quoted shall be only in **INDIAN RUPEES (INR) only**. The tender is liable for rejection if Price Bid contains conditional offers.
- d) The Bid shall be prepared and signed by the authorised signatory in all pages. Any alterations, deletions or overwriting shall be attested with full signature of the authorised signatory.
- e) The cost quoted by the Bidder(s) shall be kept firm for a period specified in the Tender from the date of opening of the tender. The Bidder(s) should keep the price firm during the Period of contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase of duties / taxes payable to the Governments in India within the stipulated delivery period. The Bidder(s) should particularly take note of this factor before submitting the Bids.

6.6 Bid closing date and time

The EOI documents should be submitted not later than the date and time specified in the Tender Schedule or Corrigendum if published. Hence the Bidder(s) should be cautious to submit the EOI documents well in advance to avoid disappointments.

6.7 Mode of Submission of Bids

a) The Bids should be submitted strictly as specified in the EOI document. **The EOI documents should be dropped in the Tender box kept at the Department of Fisheries and Fishermen Welfare, 3rd Floor, Integrated Office Building, 571, Anna Salai, Nandanam, Chennai – 35.** on or before the due date and time. The Bids will not be received personally.

b) If the Bidder(s) prefers to submit the EOI by post, the Bidder(s) should ensure that the Bid reaches the Directorate of Fisheries & Fishermen Welfare, on or before the due date and time, the Department of Fisheries will not be liable or responsible for any postal delay or any other delays whatsoever.

c) If any EOI is received after due date and Time or unsealed or disorderly submitted or received by Facsimiles (FAX), the Bid will be treated as non responsive.

6.8 Modification and withdrawal of Bids

The Bids once submitted cannot be modified or amended or withdrawn. No documents would be supplemented after the submission of Bids.

7. DOCUMENT OPENING AND EVALUATION

7.1 EOI Opening

The EOI documents will be opened by the Committee constituted by the Department of Fisheries and Fishermen Welfare, for the purpose on the date and time as specified in the EOI schedule in the presence of those Bidder(s), who choose to be present against production of an authorisation letter from the Bidding authority. A maximum of two representatives for each Bidder(s) would be allowed to attend the EOI opening.

7.2 Validity

a) The offer submitted by the Bidder(s) should be valid for a minimum period of 180 days from the date of opening of the Tender.

b) The Successful Bidder(s) should keep the Price firm during the period of Contract including the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than Increase in duties/taxes payable to the Governments in India within the stipulated delivery period.

c) In circumstances, Department of Fisheries and Fishermen Welfare solicit the Bidder(s) to extend the validity, the Bidder(s) should extend price validity and Bid security validity.

7.3 Initial Scrutiny

Initial Bid scrutiny will be conducted by the committee constituted for the purpose and incomplete details as given below will be treated as non-responsive.

If Tenders are;

- received without the Letter of Authorisation
- found with suppression of details
- Incomplete information, subjective, conditional offers.
- submitted without supporting documents as per the Eligibility Criteria and Evaluation Criteria
- Non-compliance of any of the clauses stipulated in the Tender lesser validity period.

All responsive Bids will be considered for further evaluation. The decision of the Department of Fisheries will be final in this regard.

7.4 Clarifications by Department of Fisheries and Fishermen Welfare,

Wherever deemed necessary, Department of Fisheries and Fishermen Welfare may seek clarifications on any aspect from the Bidder(s). However, that would not entitle the Bidder(s) to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, Department of Fisheries and Fishermen Welfare may seek additional information or historical documents for verification to facilitate decision making.

7.5 Tender Evaluation

7.5.1 Suppression of facts and misleading information

a) During the Bid evaluation, if any suppression or misrepresentation is brought to notice, Department of Fisheries and Fishermen Welfare, shall have the right to reject the Bid and if after selection, the contract will be terminated as the case may be. The rejection/ termination will be without prejudice to the rights of Department of Fisheries to initiate any other action and without any compensation to the Bidder(s) and the EMD / SD, as the case may be, shall be forfeited.

b) Bidder(s) should note that any figures in the proof documents submitted by the Bidder(s) for proving their eligibility are found suppressed or erased, Department of Fisheries shall have the right to seek the correct facts and figures or reject such Bids.

c) It is up to the Bidder(s) to submit the full copies of the proof documents to meet out the criteria. Otherwise, the Department of Fisheries and Fishermen Welfare, at its discretion may or may not consider such documents. The Tender calls for full copies of documents to prove the Bidder(s)'s experience and capacity to undertake the project.

7.5.2 Bid Evaluation

a) A Tender Scrutinizing Committee will examine the Bids against the Eligibility Criteria and Evaluation Criteria given in the REOI document. The evaluation will be conducted based on the support documents submitted by the Bidder(s). The documents which do not meet the eligibility Criteria in the first stage of scrutiny will be rejected in that stage itself and further evaluation will not be carried out for such Bidder(s).

b) For those Bidder(s) who have already worked or working with Department of Fisheries and Fishermen Welfare, Tamil Nadu, their previous performance in Department of Fisheries and Fishermen Welfare, Tamil Nadu, would be the mandatory criteria for selection. If any unsatisfactory

performances of those Bidder(s)s are found, their Bids will be straight away rejected. The unsatisfactory performance is defined as

1. Non responsiveness after getting the Purchase order
2. Delay in the supply, installation of the ordered items etc.
3. Lack of communication about the delay in deliveries, Installation etc.

c) The Bid evaluation will be conducted as stipulated in the Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules 2000. All the cost in the Price Bid will be added and evaluated.

d) The lowest cost as per the above evaluation will be considered as L1 cost. Department of Fisheries and Fishermen Welfare will not be responsible for any errors committed in the Price Bid. Department of Fisheries and Fishermen Welfare reserve its right to negotiate with the lowest cost offered Bidder(s) (L1 Bidder(s)) for further reduction in the price. Department of Fisheries and Fishermen Welfare reserves the right to ask the other Bidder(s)s to match L1 cost as this is the rate contract.

e) The Bidder(s) should quote for all the items mentioned in the tender document. **Partial bid is not allowed.** Failure to submit the offer / price for all the items or **partial offer will be liable for rejection of the bid itself.** The prices will be evaluated as per the Tamil Nadu Transparency in the Tender Act and the decision of the Department of Fisheries and Fishermen Welfare will be the final.

f) All the Bidder(s)s, who are selected after the Price Bid evaluation will be called as Successful Bidder(s)s.

g) As this is a rate contract, the following method of price evaluation will be adopted.

- i) The Price Bid Evaluation shall include all Customs Duty, Central Excise Duty and GST as part of the price.
- ii) If the evaluation of a price of an item is subjected to excise duty, the Price shall be determined inclusive of such excise duty
- iii) In respect of GST, where all the Bidder(s) are from within the State of Tamil Nadu or where all the Bidder(s) are from outside the State of Tamil Nadu, the GST will be included in the price bid evaluation.

(Or)

Where the Bidder(s) are from the State of Tamil Nadu as well as from outside the State of Tamil Nadu, the GST shall be excluded, but Central Sales Tax (CST) shall be included for evaluation

- iv) The total cost excluding applicable Local Taxes and including all other duties and charges (such as Excise Duty, Customs Duty, Installation Charges etc., as per the guidelines stated above) of individual items will be taken up for Price Bid evaluation.

- v) More than one Bidder(s) may be accommodated provided, they match the L1 price of the FRP Boats, Fishing nets and insulated ice boxes and the supplied FRP Boats, Fishing nets and Insulated Ice Boxes should be compatible in all aspects. For OBM/IBE and Insulated ice boxes supplier should give lowest possible price for the respective brand and make and should not sell the products less than the price quoted under this tender.

7.6 Negotiations

Negotiations will be conducted with the Successful Bidder(s) for improvement in the Scope of Work, Specification, further reduction in price and in the advancement of the delivery schedule.

7.7 Award of Contract

- 1) The contract will be awarded to the L1 Bidder(s) as per the provisions of Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000 as amended from time to time and Terms and Conditions of the Tender.

- 2) No dispute can be raised by any Bidder(s), whose Bid has been rejected and no claims will be entertained or paid on this account.

- 3) In case of FRP Boat more than one Bidder(s) who matches L1 rate shall be awarded according to the choice of the beneficiary and location of boat yard.
- 4) In case of Insulated ice boxes L1 Bidder(s) for each brand will be selected. Supply order will be issued to brands preferred/opted by the beneficiary. L1 Bidder(s) of any particular brand cannot make any claim to supply the entire quantity.

As the products are procured under the CSS with 40% of the contribution from the beneficiaries, Supply order will be issued to the brands. Since opted by the beneficiary, no Bidder(s) can make any claim to supply the whole lot of products for which tender have been called.

Suppliers of all the above components viz. FRP boat yards, OBM/IBE, fishing nets and insulated ice boxes will be empanelled with the price fixed by Department of Fisheries and Fishermen Welfare against each item/brand.

7.8 Department of Fisheries and Fishermen Welfare, Tamil Nadu, reserves the right to:

- Negotiate with the Bidder(s) whose offer is the lowest evaluated price for further reduction of prices.
- Insist on quality / specification of materials to be supplied.
- Modify, reduce or increase the quantity requirements to an extent of the tendered quantity as per the provisions of Tamil Nadu transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules, 2000 as amended from time to time.
- Change the list of areas of supply locations from time to time based upon the requirements.

- Ask other qualified Bidder(s) to match the L1 price as this is a rate contract tender.
- If the delivery performance of the Bidder(s) is not as per the schedule then Department of Fisheries reserves the right to reallocate the areas to other Bidder(s).

8.Execution of Work

8.1 Acceptance of Tender and Withdrawals

The final acceptance of the tender is entirely vested with the Department of Fisheries and Fishermen Welfare who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reasons whatsoever. The Tender Accepting Authority may also reject all the tenders for reasons such as change in Scope, Specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstance. After acceptance of the Tender by the Department of Fisheries and Fishermen Welfare, the Successful Bidder(s) shall have no right to withdraw his bid or claim higher price.

8.2 Letter of Acceptance (LOA)

After acceptance of the Tender by the Department of Fisheries and Fishermen Welfare, a Letter of Acceptance (LOA) will be issued to the Successful Bidder(s) by the Director of Fisheries. Under this rate contract, the **Department of Fisheries and Fishermen Welfare** has the right to issue Letter of Acceptance to more than one Bidder(s).

8.3 Execution of Contract

a) The Successful Bidder(s) should execute a Contract in non-judicial stamp Paper bought in Tamil Nadu in the name of the Bidder(s) **within 7 days from the date of Letter of Acceptance issued by the Department of Fisheries and Fishermen Welfare**, with such changes/

modifications as may be indicated at the time of execution on receipt of confirmation from the Commissioner of Fisheries and Fishermen Welfare.

b) The successful Bidder(s) shall not assign or make over the contract, the benefits or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of the Commissioner of Fisheries and Fishermen Welfare. The Commissioner of Fisheries and Fishermen Welfare, reserves its right to cancel the work order either in part or full, if this condition is violated.

c) The expenses relating to the execution of the agreement should be borne by the Successful Bidder(s).

d) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the Commissioner of Fisheries and Fishermen Welfare and also shall have the right to recover any consequential losses from the Successful Bidder(s).

8.4 Release of Work Order

After the execution of the Contract and payment of Security Deposit, **“Firm Work Order”** will be issued to the Successful Bidder(s) by the respective Regional Joint Director of Fisheries and Fishermen Welfare/ Deputy Director of Fisheries and Fishermen Welfare areas and when requirement arises. The supply and payment will be based on the Work Order(s) issued from time to time.

8.5 Termination of Contract

8.5.1 Termination for default

a) The Commissioner of Fisheries and Fishermen Welfare, may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Successful Bidder(s), terminate the contract in whole or part,

i) if the successful Bidder(s) fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by the Director of Fisheries.

(or)

ii) if the successful Bidder(s) fails to perform any of the obligation(s) under the contract

(or)

iii) if the successful Bidder(s), in the judgment of the Commissioner of Fisheries and Fishermen Welfare, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

b) In the event of the Commissioner of Fisheries and Fishermen Welfare terminating the Contract in whole or in part, the Commissioner of Fisheries and Fishermen Welfare may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the successful Bidder(s) shall be liable to the Commissioner of Fisheries and Fishermen Welfare for any additional costs for such similar goods. However, the successful Bidder(s) shall continue the performance of the contract to the extent not terminated.

8.5.2 Termination for Insolvency

The Commissioner of Fisheries and Fishermen Welfare may at any time terminate the Contract by giving written notice with a notice period of 7 days to the successful Bidder(s), if the successful Bidder(s) becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the successful Bidder(s), provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Director of Fisheries.

8.5.3 Termination for Convenience

The Commissioner of Fisheries and Fishermen Welfare may by written notice, with a notice period of 7 days sent to the successful Bidder(s),

terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Commissioner of Fisheries and Fishermen Welfare convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. The successful Bidder(s) is entitled to any compensation whatsoever only for the work that was completed from the date of the order till the termination which conforms to the terms of the agreement. If the order is placed but there is no work carried out as per the contract agreement, or if the work carried out is not as per the agreement the successful Bidder(s) is not entitled to any compensation.

8.6 Execution of Work Order

The successful Bidder(s) (L1) should nominate and intimate the Commissioner of Fisheries and Fishermen Welfare, an Account Manager for Single Point of Contact (SPOC), who should be responsible for effective delivery of work complying with all the terms and conditions. The successful Bidder(s) should ensure that the Director of Fisheries fully familiarises with the Tender Conditions, Scope of Work and deliverables.

8.7 Assigning of Tender whole or in part

The successful Bidder(s) shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The Bidder(s) should not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof without the prior written consent of Director of Fisheries.

8.13 Other Conditions

- a) The final decision would be based on the technical capacity and pricing of the Bidder(s). The Commissioner of Fisheries and Fishermen Welfare does not bind itself in selecting the Bidder(s) offering lowest prices.

- b) The Commissioner of Fisheries and Fishermen Welfare reserves the right not to accept the lowest price, to reject any or all the tenders without assigning any reasons, to relax or waive any of the Conditions stipulated in the terms and conditions of tender as deemed necessary in the best interests of Department of Fisheries and Fishermen Welfare for good and sufficient reasons.

9.Payment Clause

- **All Payments will be made in INR only.**
- **No advance payment will be paid or no letter of credit will be issued.**

Payment terms for FRP boats :

- The Successful Bidder(s) shall have full and exclusive liability for payment of all Duties, Taxes and other statutory payments payable under any or all of the Statutes/ Laws/ Acts etc., now or hereafter imposed.
- Any increase in Government taxes or duties during the contract period and within the delivery schedule specified in the tender will be paid by Government and for any decrease in the taxes, the excess amount paid will be recovered from the Successful Bidder(s).
- The Bidder(s) has to submit a bill along with the satisfactory delivery report from the respective Asst Director of Fisheries and Fishermen Welfare /Regional Joint Director of Fisheries and Fishermen Welfare / Deputy Director of Fisheries and Fishermen Welfare will in turn certify the bill, based on which the regional officers of this department will issue release order for payment to the firms.

- Regional Joint Director of Fisheries and Fishermen Welfare/ Deputy Director of Fisheries and Fishermen Welfare will release 90% of the value of the supply in case of FRP boats and the remaining 10% will be released after successful handing over of FRP boats.
- In case of OBM/IBE, fishing nets and insulated ice boxes, actual cost of the component will be released by respective Regional Joint Director of Fisheries and Fishermen Welfare / Deputy Director of Fisheries and Fishermen Welfare upon satisfactory completion and certification of bill.

10. Warranty

- i) Warranty period for FRP boats will be six months from the date of handing over of boats to the beneficiaries
- ii) In case of OBM/IBE and insulated ice boxes, warranty period will be one year from the date of handing over of the component to the beneficiaries

11. SERVICE CENTRES:-

The successful bidders should establish service centre in the respective coastal districts in order to repair the communication equipment.

12. EXIT CLAUSE

After the contract period is completed, the Successful Bidder has to do the proper Knowledge Transfer to the identified officials of the Fisheries department and handing /taking over Certificates /documents have to be completed towards the smooth taking over within two weeks prior to the date of expiry.

13. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the short-listed firms shall not be disclosed to any person not officially concerned with the process. Commissioner of fisheries and Fishermen Welfare will treat all information submitted as part of EOI in confidence and would require all those who have access to such material to treat the same in confidence. Commissioner of fisheries and Fishermen Welfare will not divulge any such information unless it is directed to do so by any authority that has the power under law to require its disclosure.

14. JURISDICTION FOR LEGAL PROCEEDINGS:-

No suit or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in any of the City Civil Court of Chennai. It is agreed that no other Court shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within their jurisdiction. In case any part of cause of action arises within the jurisdiction of any of the Courts in Tamil Nadu and not in Court in Chennai City, then it is agreed to between parties that such suits or proceedings shall be instituted in a court within Tamil Nadu and no other Court outside Tamil Nadu shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such Courts.

**Commissioner
Fisheries and Fishermen Welfare**

ANNEXURE – II

DETAILS OF THE FIRM

1.	(a)	Name	:	
	(b)	Country of Incorporation	:	
	(c)	Address of the corporate headquarters and its branch office(s), if any, in India		
	(d)	Date of incorporation and / or commencement of business		
2.	Brief description of the company including details of its main lines of business and proposed roles and responsibilities in this project			
3.	Name, Designation, Address and Phone Nos. of Authorised signatory of the Firm			
	(a)	Name		
	(b)	Designation		
	(c)	Company		
	(d)	Address		
	(e)	Telephone No.		
	(f)	E-mail Address		
	(g)	Fax No		
4.	Details of individual(s) who will serve as the point of			

	contact/ communication for DoF within the company		
(a)	Name		
(b)	Designation		
(c)	Company		
(d)	Address		
(e)	Telephone No.		
(f)	E-mail Address		
(g)	Fax No		

5. In case of Consortium

- (a) The information above (1-4) should be provided by all the Members of the consortium.
- (b) Information regarding role of each Member should be provided as per table below

Sl. No	Name of the Member	Role of the Member

ANNEXURE – III

FORMAT FOR ESTABLISHING EXPERIENCE

Experience in **construction of FRP boats / Supply of OBM/IBE, Fishing Nets / Insulated ice boxes** (Strikeout which is not applicable) in the Eligible Projects during last 5 years

Sl. No	Name of the firm	Location/Registered address	Date of commencement of the firm	No. of units supplied in the last 5 years.

Note :

1. In support of the experience claimed interested firms shall provide necessary documentary proofs.

ANNEXURE – IV

FORMAT FOR ESTABLISHING FINANCIAL CAPACITY OF THE FIRM

1. Tangible Net Worth :

Financial Year	Tangible Net worth (Rs. in crores)
As per latest accounts	

2. Average Annual Turnover :

Financial Year	Annual Turnover	* Adjusted Annual Turnover	Average Turnover
	(Rupees in lakhs)		
2020-21			
2019-20			
2018-19			

Note:

1. In support of the financial capacity, firms shall provide necessary documentary proofs.
2. To be signed and stamped by the Statutory Auditor.

EVALUATION FORM TO BE FURNISHED BY THE FIRMS

Sl. No	Particulars	Yes / No	If yes, whether proof attached
1	Declaration form / Letter of authorization from manufacturer in case of an authorized dealer.		
2	Copy of Manufacturing License issued by Govt. of India / respective state Govt.		
3	Net Worth / Solvency		
4	MSME/ SSI/ MSI Certification		
5	GST Registration Certificate		
6	Sales tax clearance certificate for the preceding years i.e. for FY 18-19, FY 19-20 & FY 20-21 .		
7	Copies of Balance sheet, Profit / Loss account for last three years FY 18-19, FY 19-20 & FY 20-21 duly certified by auditor/ chartered accountant.		
8	Annual Turnover assessment order for the preceding two years, FY 19-20 & FY 20-21		
9	GST return statement for the FY 19-20 & FY 20-21 .		
10	PAN Number and Income Tax Certificates / Xerox copies with acknowledgement for the IT returns submitted for FY 18-19, FY 19-20 & FY 20-21 .		
11	Letter of the Firm declaring that the firm has not been debarred or blacklisted by any Government body.		
12	ISI / ISO Certificate copies of Manufacturing facility / components.		
13	Production capacity of the firm		
14	Proof of service network preferably in Tamilnadu		
15	Years of experience of firm in the field		

ANNEXURE – VI

PRICE BID TO BE FURNISHED BY THE FIRMS

The firm should furnish best possible lowest price for the supply of FRP Boats / Out Board Motor / In Board Engine / Nets / Insulated ice boxes. Rate should be quoted per unit with details of Basic price plus all applicable taxes.

Price Bid should include all customs duty, excise duty, CST, GST, local taxes, if any.

S. N	Name of the company / firm	Basic Price of component (brand name / quantity)	Applicable tax (GST + VAT and other taxes) Furnish details	Total Unit price of the component

CHECK LIST

Name of the firm:-

REOI for supply of

a.	Letter of Expression of Interest (EOI), it should also indicate the address for correspondence viz. e-mail, fax, Telephone, Postal Address etc.	
b.	Each page of EOI document duly signed by the Authorised Person is to be returned acknowledging the terms and conditions thereof.	
c.	Letter of Application duly signed by the Authorised person on the letter head (Annexure-I)	
d.	The details about Firms' technical expertise are to be provided in the Annexure-III with supporting documents. Along with list of Institutes/ Departments or any Government approved projects to which supplies have been made by the Firm in the last 5 years along with the EOI.	
e.	The details about Firm's financial capability are to be provided in the Annexure - IV along with the auditor certificates.	
f.	Evaluation Form should be furnished in the Annexure - V	
g.	Price Bid Annexure -VI.	