



**TAMIL NADU STATE APEX FISHERIES COOPERATIVE FEDERATION
LIMITED, AFF/MDS - 1**

**Integrated Office Complex for Animal Husbandry & Fisheries Department
4th Floor, No.571, Anna Salai, Nandanam, Chennai – 600 035.**

TENDER NOTICE NO. TAFCOFED/ 689/B/2020, Dated:01.10.2020

For and on behalf of Director of Fisheries / Functional Registrar, the Additional Director of Fisheries/Managing Director, Tamilnadu State Apex Fisheries Cooperative Federation Limited, Integrated Office Complex for Animal Husbandry and Fisheries Department, 4th Floor, No.571, Anna Salai, Nandanam-35., invites tenders for SUPPLY OF FISHING IMPLEMENTS FISH HANDLING & STORAGE CONTAINERS, INSULATED ICE BOXES AND SEA SAFETY EQUIPMENT in 6 places of Tamil Nadu. Last date and time of submission of tender is upto 15Hrs on 21.10.2020. Tender form, conditions and specifications can be downloaded from the websites www.fisheries.tn.gov.in and www.tenders.tn.gov.in

Additional Director of Fisheries/
Managing Director.

**Government of Tamil Nadu
Department of Fisheries
Tamil Nadu State Apex Fisheries Co-operative Federation Limited
(TAFCOFED)
RATE CONTRACT OFFER DOCUMENTS (RCO)**

**Rate Contract Offer(RCO)Document for the Supply of Fishing
implements, Fish handling & Storage containers, Insulated ice
boxes and Sea safety equipment**

FOR YEAR 2020-2021 AND ONWARDS

Tender Reference TAFCOFED RC.No. 689/B/2020.

Tender Document

**Office of the Managing Director,
TAFCOFED,**

**Integrated Office Complex for Animal Husbandry and Fisheries
Department, 4th Floor, Nandanam, Chennai-600 035.**

Ph:+91-44-29510398 Fax:+91-44-29510277

Email:tafcofedhochennai@gmail.com

Tender shall be submitted on or before 15:00 hrs. on 21.10.2020.

Important Notice

Applicability of Tamil Nadu Transparency in Tenders Act 1998

This Tender process is governed by the Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules, 2000 (Website link <http://www.tn.gov.in/gorders/fin446-e.htm>) as amended from time to time.

Letter of Undertaking

To
The Managing Director,
TAFCOFED,
Integrated Office Complex for Animal
Husbandry and Fisheries Department,
Nandanam, Chennai -35.

Sir,

Sub: Undertaking for participation in TAFCOFED's Tender - Reg.

Ref: Tender No. 689/B/2020, Dated 01.10.2020.

I/We -----have gone through the Terms and Conditions, Scope of Work and Specification and will abide by them as laid down (Tender Documents, Technical bid and Price Bid)

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.**

Yours faithfully

for _____

Signature

Name:

Designation:

Seal

Note:

- 1) Declaration in the company's letter head should be submitted as per the format given above.
- 2) If the bidding firm has been blacklisted earlier on before 31.03.2020, by any State Government / Central Government / State or Central Public Sector Undertakings, then the details should be provided.

Meaning of the words in the document

- The Federation – Tamil Nadu State Apex Fisheries Cooperative Federation (TAFCOFED)

- Consignee- The person or Institute who is permitted to receive the material as per order.

- RCO - Rate Contract Offer documents

- Offerer - The persons who offers rate for supply of ITEMS as per RCO.

- The supplier - Manufacturing Firm in whose name supply order is placed

- EMD - Earnest Money Deposit

- SD - Security Deposit

- OEM – Original Equipment Manufacturer

- IRS - Indian Register of Shipping

1.Preamble

Tamil Nadu State Apex Fisheries Co-operative Federation Limited (TAFCOFED), has been registered under Tamil Nadu Co-operative Societies Act, 1983 and functioning since 19.10.1992 with its headquarters at Chennai. At present, 484 Marine Fishermen Co-operative Societies, 155 Inland Fishermen Co-operative Societies, 174 Fisherwomen Co-operative Societies and 9 District Fishermen Co-operative Federations have been enrolled as members in TAFCOFED .

Tamil Nadu State Apex Fisheries Co-operative Federation Limited (TAFCOFED) is implementing various welfare schemes of Department of Fisheries, like supply of sales tax exempted diesel to marine fishermen, supply of Outboard and Inboard Engines to fishermen and supply of Insulated Ice boxes to fishermen. TAFCOFED also support member societies and District federations in Retail fish marketing.

Scope of Work

The Honourable Minister for Fisheries and Personnel and Administrative Reforms in 2018-19 and 2019-20 during the Fisheries demand, announced on the floor of Assembly that Fisheries Cooperative stores will be opened to provide quality products required by the fishermen through TAFCOFED . Accordingly 6 cooperative stores have been opened at Tuticorin, Tharuvaikulam in Tuticorin District, Colachel, Chinna Muttom and Thengapattinam in Kanyakumari District and Nagapattinam Fishing Harbour in Nagappattinam District initially. It is proposed to expand this service to all the coastal districts in a phased manner. TAFCOFED has proposed to procure the fishing implements, fish handling & storage containers and sea safety equipment listed in the Annexure-III from the Manufacturers and supply to the fishers through TAFCOFED Cooperative stores. TAFCOFED invites the Rates in prescribed Rate Contract Offer documents (RCO) from Manufacturers.

2. TERMS AND CONDITION FOR RATE CONTRACT

1. ELIGIBILITY CRITERIA

(i) Offerer should be Manufacturer of the items quoted in the RCO from Annexure-III and possess valid license issued by Appropriate Authority for manufacturing the same item.

(ii) The manufacturer must have in-house quality control lab to test the essential parameters (details should be given by the offerer.)

(iii) The Manufacturer may be an ISI license (issued by Bureau of Indian Standard) holder or an ISO 9001-2008 Certified Company having valid certification of ISO. In case of sea safety equipment, the factory of the manufacturer should be approved by IRS /DG Shipping

(iv) Other necessary requirements for eligibility shall be as mentioned in Terms and Conditions of RCO document. (Details should be with self certified copy of relevant documents)

2. Tender Schedule

Tamil Nadu State Apex Fisheries Cooperative Federation Limited (TAFCOFED)

1.	Tender Inviting Authority Designation and Address	The Managing Director, TAFCOFED 4 th Floor, Integrated Office Complex for Animal Husbandry and Fisheries Department, Nandanam, Chennai-35. Ph:+91-44-29510398 Fax:+91-44-29510277 Email: tafcofedhochennai@gmail.com Website: www.tnfisheries.in
2.	A) Name of the Work	Rate Contract Offer (RCO) Document for the Supply of Fishing implements ,Fish

		handling & Storage containers, Insulated ice boxes and Sea safety equipment for the year 2020-2021 and onwards.
	B) Tender reference	TAFCOFED RC.NO.689/B/2020. Dated:01.10.2020.
	C) Place of supply	Cooperative stores at Tuticorin, Tharuvaikulam in Tuticorin District, Colachel, Chinna Muttom and Thengapattinam in Kanyakumari District and Nagapattinam Fishing Harbour in Nagapattinam District.
3.	Tender Documents available place	On all working days between 10.00 AM and 15 hrs upto 21.10.2020 from the Office of the Managing Director, TAFCOFED, Chennai-35. 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. TAFCOFED, Chennai-35. The Tender Document fee is waived for the downloaded Tender document.
5.	Earnest Money Deposit (EMD)	Rs. 1,42,000/- (Rupees One Lakh Forty two thousand only) for sea safety equipments, Rs.8,160/- (Rupees eight thousand one hundred and sixty only) for Fish handling & Storage containers, Rs.23,500/- (Rupees Twenty three thousand and five hundred only) for

		Insulated Ice Boxes and Rs.50,000/- (Rupees Fifty thousand onyl) for Nets should be paid by way of demand Draft or Banker's cheque drawn in favour of Managing Director, Tamil Nadu State Apex Fisheries Co-operative Federation Limited (TAFCOFED) Chennai-35 and payable at Chennai only.
		As the products are procured with 100% of the contribution from the beneficiaries, supply orders will be issued to the brands opted by the beneficiary fishermen. No bidder can make any claim to supply the whole lot of products for which tender has been called.
6.	Tender submission	Tender 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, Sea safety Equipments, Insulated Ice Box, Fish handling & Storage containers, and Fish Nets. Tenders received after the due date and time will be summarily rejected.
7.	Due Date, Time and Place of submission Tender	Upto 15.00 hrs on 21.10.2020 at the address mentioned in Row (1) above.
8.	Date, Time and Place of opening of the Tenders	On 21.10.2020 at 3.30 PM at the address mentioned in Row (1) above

9.	Bid Validity	180 days. Liable to be extended as per the request of TAFCOFED.
----	--------------	---

Tender documents can also be downloaded from the websites indicated. The bidders who have downloaded the tender documents shall declare that no corrections or alterations were made in the tender document.

The Tender documents obtained from TAFCOFED **are not transferable.**

If tender 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 tender document, Tamil Nadu State Apex Co operative Limited (TAFCOFED) will not be responsible.**

The Eligibility criteria and other terms and conditions as per the 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. PROCEDURE FOR RATE CONTRACT

3.1 The TAFCOFED invites the Offers for Rate Contract in open-ended procedure for supply of Fishing implements, fish handling & storage containers, insulated ice boxes and sea safety equipment as specified in Annexure-III

3.2 Fall Clause: If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate

contract and the rate contract amended accordingly. Other parallel rate contract holders, if any, are also be given opportunity to reduce their price as well, by notifying the reduced price to them and giving them 15 (fifteen) days' time to intimate their revised prices, if they so desire, in sealed cover to be opened in public on the specified date and time and further action taken as per standard practice.

4. General Instructions to the Bidders.

4.1 General

- a) The Bidders should examine all the instructions, terms and conditions and specifications given in the Tender. Failure to furnish all the required information in every respect will be at the Bidder'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. TAFCOFED shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
- c) It will be the responsibility of the Bidder 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 TAFCOFED. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.
- d) The Bidder 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 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 should be fully and completely responsible to TAFCOFED for all the deliveries and deliverables.

4.2 Clarifications in the Tender

- a) A prospective Bidder requiring any clarification in the Tender may notify TAFCOFED by letter or by Fax or by E-mail to tafcofedhochennai@gmail.com.
- b) The responses to the clarifications will be notified in the websites by means of Corrigendum to the Tender Document.

4.3 Amendments to the Tender

- a) Before closing of the Tender, clarifications and amendments, if any, will be notified in the websites mentioned earlier. The Bidders should periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. TAFCOFED will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.
- b) No clarifications would be offered by TAFCOFED within 48 hours prior to the due date and time for opening of the Tender.
- c) Before the closing of the Tender, TAFCOFED may amend the Tender 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 Bidders.
- e) Such amendments will be notified in the websites mentioned in the tender schedule.
- f) TAFCOFED at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
- g) TAFCOFED is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidders' failure to update the Bid documents on changes announced through the website.

4.4 Language of the Bid

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

4.5 Bid Currency

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

4.6 Contacting Tender Inviting Authority

- a) Bidders should not make any attempt to establish unsolicited and unauthorised contact with the Tender Inviting Authority or Tender Scrutiny Committee or Tender Accepting Authority after opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring extraneous pressures on the Tender Accepting Authority and / or the Officials of TAFCOFED shall be the sufficient reason to disqualify the Bidder.

b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from Bidders relating to the tenders submitted by them during the evaluation of tenders.

4.7 Force Majeure

Neither TAFCOFED nor the Successful Bidder 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

4.8 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 Managing Director of TAFCOFED. 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.

5. Eligibility Criteria

The Bidder(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
5.1	The Bidder/ Manufacturer registered under Tamil Nadu Sale Tax 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 is a Registered Company in India, they should produce the copy of the Certificate of Incorporation.</p> <p>a) In case the Bidder is a Registered partnership Firm, they should produce the copy of Registered Partnership Deed.</p> <p>b) In case the Bidder is a Sole Proprietary Firm, they should produce the copy of GST Registration Certificate.</p>
5.2	The Bidder should have minimum of 3 years of existence in the manufacture of the items quoted as on 31.03.2020.	Copy of Purchase / Work orders received on or after 31.03.2019 and performance certificate received from the customers.
5.3	Tenderer should have an Average Annual Turnover of Rs. 100 Lakhs and above for the items quoted in the last 3 years (2017-18to 2019-20)	<p>Copies of the Audited Balance sheets and Profit and Loss account for the last 3 years (2017-18 to 2019-20) should be submitted.</p> <p>Copies of Income Tax Returns should be furnished for the last 3 years (2017-18 to 2019-20).</p>

Important Note:

- 1) Bidders 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 must be in a position to produce original for verification as and when demanded by TAFCOFED, failing which, such of those documents will not be considered.
- 2) TAFCOFED reserves the right to verify the Authenticity and Veracity of any documents submitted for Eligibility criteria.

6. Bid Preparation and Submission

Cost of Bidding

6.1 The Bidders should bear all the costs associated with the preparation and submission of Bids. Successful bidder should bear the expenses for entering agreement, registration charges, stamp duty, product testing charges and other miscellaneous expenses. TAFCOFED 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 Tender Document Fee

a) The Tender Documents may be directly purchased from TAFCOFED on payment of fees as mentioned in the Tender Schedule. The Tender document cost may be paid by way of Demand Draft / Banker's Cheque in favour of " **Managing Director, Tamil Nadu State Apex Fisheries Co-operative Federation Limited (TAFCOFED)** payable at **Chennai**.

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

6.3 Earnest Money Deposit (EMD)

a) An EMD amount as specified in the Tender Schedule should be paid by way of Demand Draft or Banker's Cheque drawn in favour of **"Managing Director, Tamil Nadu State Apex Fisheries Co-operative Federation Limited (TAFCOFED)** payable at **Chennai**. The Demand Draft or Banker's Cheque should be enclosed and submitted along with the Technical bid at TAFCOFED before the date and time of opening of the Tender. **The EMD in the form of Bank Guarantee is not acceptable.**

b) The EMD of the unsuccessful Bidders will be returned at the expense of the Bidders within a reasonable time consistent with the rules and regulations in this behalf. The EMD amount held by TAFCOFED till it is refunded to the unsuccessful Bidders, will not earn any interest thereof.

c) The EMD amount of the Successful Bidder can be converted as a part of the Security Deposit (SD) for successful execution of the work and will be returned only after the successful fulfilment of the Contract.

d) The EMD amount will be forfeited to TAFCOFED, if the Bidder withdraws the bid during the period of its validity specified in the tender fails to extend it as per the request of TAFCOFED or if the successful Bidder fails to remit Security Deposit and / or fails to sign the Contract within the due dates.

6.4 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. In such cases only one person will be permitted to participate at the time of tender opening.

6.5 Bidding

Bidders should examine all the instructions, Terms, Conditions and Technical specifications given in the Tender 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 risk and may result in rejection of Bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be non-responsive and will be rejected.

6.6 Bid

- a) The Bid format as given in the Tender shall be filled, signed and stamped on all pages. Errors, if any, shall be attested by the Bidders. 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 the quoted items and the EMD cover, and price bid should be put inside, in a separate cover and sealed appropriately. Separate bids / cover should be used for Fishing Implements, Fish handling/storage containers, Insulated Ice Box and Sea safety equipment. The bid cover for these three categories should be superscribed as " Tender for Supply of Fishing Implements or Fish handling/storage containers or Sea safety equipment. 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 the the Tender for the items quoted by the Bidder both in numerical and in words. If there is a difference in writing price, the higher value advantageous to TAFCOFED shall be considered as the price quoted by the Bidder.
- d) The price should be quoted for single unit by the Bidder and other charges and applicable taxes shall be quoted separately.
- e) The Price Bid Form should not contain any conditional offers or variation clauses; otherwise the Bids will be summarily rejected.
- f) The Prices quoted shall be only in **INDIAN RUPEES (INR) only**. The tender is liable for rejection if Price Bid contains conditional offers.
- g) 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.
- h) The cost quoted by the Bidder shall be kept firm for a period specified in the Tender from the date of opening of the tender. The Bidder 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 period 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 Bidders should particularly take note of this factor before submitting the Bids.

6.7 Bid closing date and time

The Bids should be submitted not later than the date and time specified in the Tender Schedule or Corrigendum if published. Hence the Bidders

should be cautious to submit the Bids well in advance to avoid disappointments.

6.8 Mode of Submission of Bids

a) The Bids should be submitted strictly as specified in the Tender document. The Bids should be dropped in the Tender box kept at TAFCOFED, 4th Floor, Integrated Office Complex for Animal Husbandry and Fisheries Department, Nandanam, Chennai-600 035 on or before the due date and time. The Bids will not be received personally.

b) If the Bidder prefers to submit the Bid by post, the Bidder should ensure that the Bid reaches the Managing Director, TAFCOFED on or before the due date and time. TAFCOFED will not be liable or responsible for any postal delay or any other delays whatsoever.

c) If any Bid 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.

6.9 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.Tender opening and Evaluation

7.1 Bid Opening

The Technical Bid will be opened by the Committee on the date and time as specified in the Tender schedule in the presence of those Bidders, who choose to be present against production of an authorisation letter from the Bidding authority. Only one representative for each Bidder would be allowed to attend the Tender opening.

7.2 Tender Validity

- a) The offer submitted by the Bidders should be valid for a minimum period of 180 days from the date of opening of the Tender.
- b) The Successful Bidders 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, TAFCOFED solicit the Bidders to extend the validity, the Bidder 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
- received without EMD amount
- 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 TAFCOFED will be final in this regard.

7.4 Clarifications by TAFCOFED

Wherever deemed necessary, TAFCOFED may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, TAFCOFED 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, TAFCOFED 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 TAFCOFED to initiate any other action and without any compensation to the Bidder and the EMD / SD, as the case may be, shall be forfeited.

b) Bidders should note that any figures in the proof documents submitted by the Bidders for proving their eligibility are found suppressed or erased; TAFCOFED shall have the right to seek the correct facts and figures or reject such Bids.

c) It is up to the Bidders to submit the full copies of the proof documents to meet out the criteria. Otherwise, TAFCOFED at its discretion may or may not consider such documents. The Tender calls for full copies of documents to prove the Bidder'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 Tender document. The evaluation will be conducted based on the support documents submitted by the Bidders. 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 bidders.

b) For those Bidders who have already worked or working with TAFCOFED/ Department of Fisheries, TN, their previous performance in TAFCOFED/ Department of Fisheries, TN, would be the mandatory criteria for selection. If any unsatisfactory performances of those Bidders 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. TAFCOFED will not be responsible for any errors committed in the Price Bid. TAFCOFED reserve its right to negotiate with the lowest cost offered Bidder (L1 Bidder) for further reduction in the price. TAFCOFED reserves the right to ask the other Bidders to match L1 cost as this is the rate contract.

e) The prices will be evaluated as per the Tamil Nadu Transparency in the Tender Act and the decision of TAFCOFED will be the final.

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

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

i. The Price Bid Evaluation shall include all taxes and charges

applicable as part of the price as detailed below:

ii. The total cost excluding applicable Local Taxes and including all other duties, discount offers and charges (such as GST, Transportation charges, Installation Charges etc., as per the guidelines stated above) of individual items will be taken up for Price Bid evaluation.

iii. More than one bidder may be accommodated provided, they match the L1 price of the items of bid and the supplied items should be compatible in all aspects.

7.6 Negotiation

Negotiation will be conducted with the Successful Bidders 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 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, whose Bid has been rejected and no claims will be entertained or paid on this account.

7.8 TAFCOFED/ Department of Fisheries, Tamil Nadu reserves the right to:

- Negotiate with the Bidder 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 Bidders to match the L1 price as this is a rate contract tender.
- If the delivery performance of the Bidder is not as per the Schedule, then TAFCOFED reserves the right to reallocate the areas to other Bidders.
- TAFCOFED reserves its right to withhold any amount for the deficiency in the service.

8. Execution of Work

8.1 Acceptance of Tender and Withdrawals

The final acceptance of the tender is entirely vested with TAFCOFED 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 TAFCOFED, the Successful Bidder shall have no right to withdraw his bid or claim higher price.

8.2 Letter of Acceptance (LOA)

After acceptance of the Tender by TAFCOFED, a Letter of Acceptance (LOA) will be issued to the Successful Bidder(s) by TAFCOFED. Under this rate contract, TAFCOFED has the right to issue LOA to more than one bidder.

8.3 Payment of Security Deposit (SD)

a) The Successful Bidders will be required to remit the Security Deposit (SD) equivalent to 3% (Three percent only) of the value of the order, inclusive of EMD by way of Demand Draft payable at Chennai or in the form of unconditional irrevocable Bank Guarantee valid for a period equivalent to the contract period from the date of acceptance of the tender on receipt of confirmation from TAFCOFED. **The SD shall be paid within 7 days from the date of issue Letter of Acceptance (LOA) by TAFCOFED.**

b) The Security Deposit will be refunded to the Successful Bidder only after the satisfactory completion of the contract period or extended the period, if any. The Security Deposit held by TAFCOFED till it is refunded to the Successful Bidder will not earn any interest thereof.

- c) The Security Deposit will be forfeited if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the Tender or if the Bidder fails to sign the contract.

8.4 Execution of Contract

a) The Successful Bidder should execute a Contract in non-judicial stamp Paper bought in Tamil Nadu in the name of the Bidder **within 7 days from the date of Letter of Acceptance issued by TAFCOFED** with such changes/ modifications as may be indicated at the time of execution on receipt of confirmation from TAFCOFED.

b) The successful bidder 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 TAFCOFED. TAFCOFED reserves its right to cancel the work order either in part or full, if this condition is violated. If the Successful Bidder fails to execute the agreement, the Security Deposit of the Successful Bidder will be forfeited and their tender will be held as non-responsive.

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

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 TAFCOFED and TAFCOFED also shall have the right to recover any consequential losses from the Successful Bidder.

8.5 Release of supply Order

After the execution of the Contract and payment of Security Deposit, "**Firm supply Order**" will be issued to the Successful Bidder by

TAFCOFED as and when requirement arises. The supply and payment will be based on the Work Order(s) issued from time to time.

8.6 Refund of EMD

The EMD amount paid by the successful bidder will be adjusted towards Security Deposit payable by them. If the successful bidder submits Security Deposit for the stipulated value in full by way of Bank Guarantee, the EMD will be refunded. The EMD amount of the Unsuccessful Bidder will be refunded after finalisation and issue of Firm Work Order to the successful bidder.

8.7 Release of SD

The Security Deposit will be refunded to the successful bidder on completion of entire supply subject to satisfaction of TAFCOFED after getting the completion certificate from the concerned agencies. Such completion would be arrived at when the entire quantity is supplied by the Successful Bidder(s) as per the Contract Agreement and as per Work Order(s) issued by TAFCOFED from time to time.

8.8 Forfeiture of EMD and SD

- a) If the Successful Bidder fails to remit the SD, the EMD remitted by them will be forfeited to TAFCOFED and the tender will be held void.
- b) If the successful bidder fails to act upon to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited to TAFCOFED.

8.9 Termination of Contract

8.9.1 Termination for default

a) TAFCOFED 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, terminate the contract in whole or part,

i. if the successful bidder 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 TAFCOFED.

(or)

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

(or)

iii) if the successful bidder, in the judgment of TAFCOFED, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

b) In the event of TAFCOFED terminating the Contract in whole or in part, TAFCOFED 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 shall be liable to TAFCOFED for any additional costs for such similar goods. However, the successful bidder shall continue the performance of the contract to the extent not terminated.

8.9.2 Termination for Insolvency

TAFCOFED may at any time terminate the Contract by giving written notice with a notice period of 7 days to the successful bidder, if the successful bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the successful bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to TAFCOFED.

8.9.3 Termination for Convenience

TAFCOFED may by written notice, with a notice period of 7 days sent to the successful bidder, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for TAFCOFED's 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 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 is not entitled to any compensation.

8.10 Execution of Work Order

The successful bidder should nominate and intimate TAFCOFED, 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 should ensure that the TAFCOFED fully familiarises with the Tender Conditions, Scope of Work and deliverables.

8.11 Assigning of Tender whole or in part

The successful bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The Bidder 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 TAFCOFED.

8.12 Other Conditions

a) The final decision would be based on the technical capacity and pricing of the Bidder. TAFCOFED does not bind itself in selecting the bidder offering lowest prices.

B) TAFCOFED 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 interest of TAFCOFED 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:

- The bidder has to submit a bill along with the satisfactory delivery report from the respective ADF/DDF/JDF through Project Officer to Managing Director, TAFCOFED based on which 90% of the payment will be released to the supplier. The balance 10% of the payment will be released at the end of the 6 months..
- The Successful Bidder 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.

ANNEXURE -1

Check list for Tenderers

1. Name of the Tenderer& Address :

2. Date of Tender :

3. Value of Tender :

4. Details of E.M.D. :

5. Experience on recent work executed/ :
value with full particulars

6. Turnover of previous years :
(at least for last 3 years)

7. Whether Income Tax Certificate :
is enclosed

8. Whether GST Certificate :
is enclosed

9. Whether tenderer is registered under :
Industries Department or any other
Govt. Registering Authorities, if so a
Xerox copy may be enclosed as a proof

10. Signature of the Tenderer :

ANNEXURE -II

Declaration

I/We agree that the offer shall remain open for acceptance for a minimum period of 180 days stipulated in the Tender or such other period prescribed by TAFCOFED from the date of opening of the tender and thereafter until it is withdrawn by us by notice in writing duly addressed to the authority of opening the tender and sent by registered post with acknowledgement due or otherwise delivered at the office of the authority. The EMD amount shall not bear any interest and shall be liable to be forfeited to TAFCOFED should I/We fail to abide by the stipulations to keep the offer open for a period mentioned above or fail to sign and complete the contract document as required by TAFCOFED and furnish the Security Deposit as specified in the terms and conditions of the contract. The EMD amount may be adjusted towards SD or refunded to me/us unless the same or any part thereof has been forfeited as aforesaid.

I/We agree to adhere with the schedule of implementation and deliver the items as specified in the tender.

I/We declare that the Price bid has been submitted without any conditions and strictly as per the Terms and Conditions of the tender document and I/We am/are aware that the Price bid is liable to be rejected if it contains any other conditions.

I/We declare that the information furnished in the tender is true to the best of my/our knowledge. If any false/fictitious information is found I/We agree to the rejection of the bids and consequence action.

2. Delay in the supply, installation of the ordered items etc. 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.

If the delivery performance of the Bidder is not as per the Schedule, then TAFCOFED reserves the right to reallocate the areas to other Bidders.

Annexure – III

1. Schedule of Requirement

S.No.	Product/Item	Specifications	Unit Price (excluding tax)	Other Charges levied(Details &Amount)
1	Fishing Net webbing			
2.	LDPE Crates			
3.	LDPE baskets			
4.	LDPE Trays			
5.	Insulated Ice Boxes			
6.	Sea safety Equipment			
a.	Life Buoy			
b.	Life Jacket			

Note: Bidders can quote rates for all or any of the items they wish to supply .Evaluation will be done for individual items.

2. Specifications

1. NETs

Bidder should mention the following details of the webbings to the supplied

- a. Material
- b. Twine
- c. Mess size in mm
- d. Mess depth in number
- e. Bidder should quote price/kg of webbings.
- f. Price should include all applicable taxes

2. Insulated Ice boxes and crates

- a. Insulated ice boxes of capacity from 70 litres to 220 litres
- b. Bidder should quote price for each size available between 70 litre to 220 litre
- c. Price should include all applicable taxes
- d. Bidder should provide the technical specifications of insulated ice boxes including make, material, insulation details, specification of lids, puff thickness, Puff material, etc.,

3. Fish handling & Storage Containers

- a. Crates of capacity from 70 litres to 400 litres
- b. Bidder should quote price for each size in mm available
- c. Price should include all applicable taxes
- d. Bidder should provide the technical specifications of Crates including make and material details

4. Sea safety equipments

a) Life buoy

- Lifebuoys shall be of the annular ring type
- Lifebuoys shall have an outer diameter of not more than 800 mm (31-1/2 inches) and an inner diameter of not less than 400 mm (15-3/4 inches)
- Life-buoy shall either be constructed of plastic or equivalent material, evenly formed and securely plugged, or of other equally efficient buoyant material which shall not be adversely affected by oil or oil products.
- If made of plastic or other synthetic compounds shall be capable of retaining its buoyant properties and durability in contact with sea water or oil products or under variation of temperatures or
- it shall not depend upon rushes, cork shavings or granulated cork, any other loose granulated material or any air compartment which depends on inflation for buoyancy
- be capable of supporting not less than 14.5 kg of iron in fresh water for a period of 24 hours
- have a mass of not less than 2.5 kg
- not sustain burning or continue melting after being totally enveloped in a fire for a period of 2 seconds
- be constructed to withstand a drop into the water from the height at which it is stowed above the waterline in the lightest seagoing condition or 30 m, whichever is the greater, without impairing either its operating capability or that of its attached components

- be fitted with a grab line not less than 9.5 mm in diameter and not less than 4 times the outside diameter of the body of the buoy in length. The grab line shall be secured at four equidistant points around the circumference of the buoy to form four equal loops.
- Beackets used for securing the grab line shall be 2-inch polyethylene, polypropylene, nylon, saran or other suitable synthetic material and shall have a minimum breaking strength of 2600 Newton's (585 pounds).
- Thread used to secure beackets and grab lines, each thread must meet the requirements of 46 CFR 164.023. Only one kind of thread may be used in each seam.
- Retro-reflective material.(Fluorescent)
- The lifebuoys shall be fitted with retro-reflective material (tape) with a minimum of 5 cm (2 inches) width around the lifebuoy at four locations spaced equally around the circumference of the lifebuoy
- Supply of Life buoy shall be of new and unused and of the most recent or current model

EMBOSSING:-

The IRS approval certificate number to be embossed on the Lifebuoy

b)Life Jackets

The life jacket should be approved by IRS.

- have a bright orange colour, filled with either air or foam.
- Positive buoyancy (20 kg);
- The strength of the belt should be 320 kg per break;

- Ability to maintain respiratory system at a level of 12 cm from water;
- The lifejacket should not sustain burning and melt after it has been completely swept by the flame for 2 seconds.
- a person could properly wear it without assistance for no more than 1 minute;
- it should be comfortable to wear;

- it should be possible to jump into the water from a height of at least 4.5 m without bodily injury and without any displacement or damage to the lifejacket.
- The buoyancy of the lifejacket should not decrease by more than 5% after submerging it in fresh water for 24 hours.

- Each lifejacket should be equipped with a reflective band ,whistle, securely attached to it with a cord.

PRICE SHEDULE FOR SUPPLY OF INSULATED ICE BOXES

S.No	Description of goods (should mention the capacity of insulated ice boxes , baskets, Trays, Crates and Brand)	Delivery period	Quantity in Physical unit (Should mention price/box or other units)	Unit Price	Transportation, Insurance and other services required to convey the goods of final destination	GST and other taxes per unit if contract is awarded	Total price per Unit

Discount Offer to TAFCOFED:

PRICE SCHEDULE FOR SUPPLY OF CRATES

S.No	Description of goods (should mention the capacity of insulated ice boxes , baskets, Trays, Crates and Brand)	Delivery period	Quantity in Physical unit (Should mention price/box or other units)	Unit Price	Transportation, Insurance and other services required to convey the goods of final destination	GST and other taxes per unit if contract is awarded	Total price per Unit

Discount Offer to TAFCOFED:

PRICE SCHEDULE FOR SUPPLY OF SEA SAFETY EQUIPMENTS

S.No	Description of goods (should mention the size and Brand)	Delivery period	Quantity in Physical unit (Should mention price/no.)	Unit Price	Transportation, Insurance and other services required to convey the goods of final destination	GST and other taxes per unit if contract is awarded	Total price per Unit

Discount Offer to TAFCOFED:

PRICE SHEDULE FOR SUPPLY OF NETS

S.No	Description of goods (should mention the type, mesh size, material, mesh depth and brand of the nets)	Delivery period	Quantity in Physical unit (Should mention price/kg or other units)	Unit Price	Transportation, Insurance and other services required to convey the goods of final destination	GST and other taxes per unit if contract is awarded	Total price per Unit

Discount Offer to TAFCOFED: