

GOVERNMENT OF TAMIL NADU
DEPARTMENT OF FISHERIES AND FISHERMEN WELFARE

Tender for supply of
HANDHELD ANDROID SMART POS TERMINAL
WITH INBUILT PRINTER

Tender Reference

COF Lr.No.20842/J5/2021 dated: 01.08.2022

Tender Document

Office of the Commissioner of Fisheries and Fishermen Welfare,
Integrated Office Buildings,
571, Anna Salai, Nandanam, Chennai – 600 035
Ph: 044-24341757 / 29510407

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

Tender shall be submitted on or before 03:00 PM on 23.08.2022

LETTER OF UNDERTAKING

(on the Letter Head of the Firm (in the case of single firm))

Date:

To

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

Sir,

Sub : Tender for **Supply of Handheld Android Smart POS Terminal with inbuilt Printer**– submission – regarding

Ref : Tender ref no. 20842/J5/2021 dated: 01.08.2022

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 My/our interest of My/our firm for the **Supply of Handheld Android Smart POS Terminal with inbuilt Printer** under the scheme of Providing Automatic Fishing token vending machine for the use in Fishing harbours / Fish landing centres.

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

I/We ----- hereby confirm that My/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 My/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 My/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

(Signature of Authorised Signatory)

(Name : Title and Address of the Firm)

1. PREAMBLE

The Government of Tamil Nadu vide G.O.Ms.No.139, Animal Husbandry, Dairying, Fisheries and Fishermen Welfare Department dated:22.12.2021 have accorded administrative and financial sanction for Providing Automatic Fishing token vending machines in Fishing harbours / Fish landing centres towards issue of fishing tokens to fishermen for venturing into sea for fishing operations.

Under this scheme, approximately 120 nos of Token vending machine will be procured and supplied to the Authorized Officers / Asst Director of Fisheries and Fishermen Welfare for issuing fishing tokens to fishermen / fishing boats for venturing into sea for fishing operations.

2. TENDER SCHEDULE

1.	Tender Inviting Authority Designation and Address	The Commissioner, Fisheries and Fishermen Welfare, Integrated Office Buildings, 571, Anna Salai, Nandanam, Chennai – 600 035 Ph: 044-24341757 / 29510407 Email: coffisheries@gmail.com jmarineho@gmail.com Website: www.fisheries.tn.gov.in
2.	A) Name of the Work	Supply of Handheld Android Smart POS Terminal with inbuilt Printer.
	B) Tender reference	DOF lr.No.20842/J5/2021 dated: 01.08.2022
	C) Place of supply, Delivery	Fishing harbours / Fish landing centres available in coastal districts of Tamil Nadu.

3.	Tender Documents available place	On all working days between 11.00 AM and 2.00 PM upto 23.08.2022 from the Address mentioned in Row (1) above. Alternatively, Tender documents can be downloaded at free of cost from www.fisheries.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. Commissionerate of Fisheries and Fishermen Welfare, Nandanam, Chennai-35. The Tender Document fee is waived for the downloaded Tender document.
5.	Earnest Money Deposit (EMD)	Rs.25,000- (Rupees twenty five thousand only) , should be paid by way of demand Draft or Banker's cheque drawn in favour of The Commissioner of Fisheries and Fishermen Welfare, Chennai and payable at Chennai only.
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. Tenders received after the due date and time will be summarily rejected.
6.	Due Date, Time and Place of submission Tender	Upto 3.00 PM on 23.08.2022 at the address mentioned in Row (1) above.
7.	Date, Time and Place of opening of the Tenders	On 23.08.2022 at 3.30 PM at the address mentioned in Row (1) above

8.	Bid Validity	90 days. Liable to be extended as per the request of Commissioner of Fisheries and Fishermen Welfare.
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Tender documents can also be downloaded from the websites indicated. The Bidder(s) who have downloaded the tender documents shall declare that no corrections or alterations were made in the tender document. The Tender documents obtained from Department of Fisheries **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,** Department of Fisheries and Fishermen Welfare **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. 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 Tender. 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 and 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 and 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 and Fishermen Welfare, for all the deliveries and deliverables.

3.2 Clarifications in the Tender

- a) A prospective Bidder(s) requiring any clarification in the Tender may notify Commissioner, Fisheries and Fishermen Welfare, Chennai 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 Tender Document, if required.

3.3 Amendments to the Tender

- a) Before closing of the Tender, clarifications and amendments, if any, will be notified in the websites mentioned earlier. The Bidder(s) should periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. Department of Fisheries and Fishermen

Welfare will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidder(s).

- b) No clarifications would be offered by Department of Fisheries and 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 and Fishermen Welfare 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 Bidder(s).
- e) Such amendments will be notified in the websites mentioned in the tender schedule.
- f) Department of Fisheries and 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 and Fishermen Welfare is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidder(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) 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 and 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) relating to the tenders submitted by them during the evaluation of tenders.

3.7 Force Majeure

Neither Department of Fisheries and 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 lightening, 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 and 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) 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 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 3 years of experience in manufacture of Handheld Android Smart POS Terminal with inbuilt Printer and similar equipments. Dealers of Handheld Android Smart POS Terminal with inbuilt Printer should have been in the business minimum for 3 years as on 31.03.2022.	Copy of Purchase / Work orders received on or after 31.03.2019 and completion certificate received from the customers.
4.3	Tenderer should have Average Annual Turnover of Rs.60 lakh and above for supply of Handheld Android Smart POS Terminal with inbuilt Printer in the last 3 years (2019-20, 2020-21 and 2021-22)	Copies of the Audited Balance sheets and Profit and Loss account for the last 3 years (2019-20, 2020-21 and 2021-22) should be submitted. Copies of Income Tax Returns should be furnished for the last 3 years (2019-20, 2020-21 and 2021-22).

Important Note:

1) Bidder(s) should ensure that they have submitted all the required proof of documents self attested and signed with seal, numbered 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 for Handheld Android Smart POS Terminal

CPU	Quad-Core processor
OS	Android 5.x based
Displays	Minimum 5 inch screen
Camera	Rear Camera minimum 5 MP Flashlight YES
Scanner	QR , 1D, 2D Barcode
Battery	Minimum 4000 mAH
Communication	2G, 3G, 4G WIFI, Bluetooth
Printer	Built-in thermal printer (minimum 50mm) Supports 3rd party BT printing.
Card Slots	2 SIM +1 SAM, Optional: 1 SIM + 2 SAM,1 Max support 64GB TF-card

6. Bid Preparation and Submission

6.1 COST OF BIDDING

The Bidder(s) should bear all the costs associated with the preparation and submission of Bids. 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 Tender Document Fee

a) The Tender Documents may be directly purchased from Department of Fisheries and Fishermen Welfare, on payment of fees as mentioned in the Tender Schedule. The Tender document cost of **Rs.1100-(Rupees one thousand one hundred only)** may be paid by way of Demand Draft / Banker's Cheque in favour of **“The Commissioner of Fisheries, Chennai 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 of **Rs.25,000- (Rupees twenty five thousand only)** as specified in the Tender Schedule should be paid by way of Demand Draft or Banker's Cheque drawn in favour of **"The Commissioner of Fisheries, Chennai"** payable at **Chennai**. The Demand Draft or Banker's Cheque should be enclosed and submitted along with the Technical bid 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 the Department of Fisheries and Fishermen Welfare, 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 completion of the Contract.

d) The EMD amount will be forfeited to Department of Fisheries and Fishermen Welfare, 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 Department of Fisheries and Fishermen Welfare 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.

6.5 Bidding

Bidder(s) 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)'s risk and may result in rejection of Bids. Bidder(s) should strictly submit the Bid as specified in the Tender, failing which the bid 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 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 **Handheld Android Smart POS Terminal with inbuilt Printer**. Price bid should be put inside, in a separate cover and sealed appropriately.

The bid cover should be superscribed "**Handheld Android Smart POS Terminal with inbuilt Printer**" (Ref no.20842/J5/2021)

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 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 price 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.

6.7 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 Bidder(s) 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 the Commissionerate of Fisheries and Fishermen Welfare, Integrated Office Building, 3rd Floor, 571, Anna Salai, Nandanam, Chennai – 600 035** on or before the due date and time. The Bids will not be received personally.

b) If the Bidder(s) prefers to submit the Bid by post, the Bidder(s) should ensure that the Bid reaches the Commissionerate of Fisheries, on or before the due date and time, the Department of Fisheries and Fishermen Welfare 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) / mail, 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 Bid will be opened by the Committee constituted by the Commissioner, Fisheries and Fishermen Welfare for the purpose on the date and time as specified in the Tender 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 Tender opening.

7.2 Tender Validity

a) The offer submitted by the Bidder(s) should be valid for a minimum period of 90 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 and Fishermen Welfare 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 and Fishermen Welfare 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 and Fishermen Welfare, 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) 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 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 Bid.

b) For those Bidder(s) who have already worked or working with Department of Fisheries, 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) 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) to match L1 cost.

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) 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) 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.

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.

7.8 Department of Fisheries, 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.

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 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 by the Commissioner, Fisheries and Fishermen Welfare, Chennai.

8.3 Payment of Security Deposit (SD)

a) The Successful Bidder(s) will be required to remit the Security Deposit (SD) equivalent to five percent of the value of the supply 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 the Commissioner of Fisheries and Fishermen Welfare. **The Security Deposit shall be paid within 7 days from the date of issue Letter of Acceptance (LOA) by the Commissioner, Fisheries and Fishermen Welfare.**

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 the Department of Fisheries and Fishermen Welfare 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 the Commissioner 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 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. 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 the Commissioner of Fisheries and Fishermen Welfare and the Commissioner of Fisheries and Fishermen Welfare 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, **“Supply Order”** will be issued to the Successful Bidder by the Commissioner of Fisheries and Fishermen Welfare, Chennai as and when requirement arises. The supply and payment will be based on the supply 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 supply Order to the successful bidder.

8.7 Release of Security Deposit

The Security Deposit will be refunded to the successful Bidder on completion of entire supply subject to satisfaction of the Commissioner of Fisheries and Fishermen Welfare, 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 as per the Contract Agreement and as per supply order(s) issued by the Commissioner of Fisheries and Fishermen Welfare from time to time.

8.7 Forfeiture of Earnest Money Deposit & Security Deposit

- a) If the Successful Bidder fails to remit the Security Deposit, the tender will be held void and EMD will be forfeited.
- b) If the successful Bidder(s) fails to act upon to the tender conditions or backs out from the contract, the Security Deposit mentioned above will also be forfeited to the Department of Fisheries and Fishermen Welfare.

8.8 Termination of Contract

8.8.1 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, 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 the Commissioner of Fisheries and Fishermen Welfare.

(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 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 shall be liable to the Commissioner of Fisheries and Fishermen Welfare 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

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, 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 the Commissioner of Fisheries and Fishermen Welfare.

8.9.3 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, 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 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(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 should ensure that the Commissioner of Fisheries 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 or body corporate for the execution of the contract or any part thereof without the prior written consent of Commissioner of Fisheries and Fishermen Welfare.

8.12 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, Chennai for good and sufficient reasons.

9. CONTRACT PERIOD:

The supply of Handheld Android smart POS Terminal with Inbuilt Printer should be completed within **6 (Six) months** from the date of entering into contract. This time schedule will be deemed to be the essence of the contract.

If the successful bidder is unable to supply the entire quantity of such components within the stipulated time limit, the Commissioner of Fisheries and Fishermen Welfare may in his absolute discretion allow such additional time as he may consider justified with or without liquidated damages and without altering the other terms and conditions of the contract. In the event of the failure of the successful bidder to supply the said components within the stipulated time or the extended time, as the case may be, except for the causes mentioned, the Tender Accepting Authority shall be entitled to recover from the successful bidder by way of liquidated damages a sum of 1% of the value of the order for the work entrusted remaining to be executed, for each and every week or part of the week during which the supply has been delayed subject to a maximum of the value of the order remaining to be executed.

10. 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 will be made after 30 days from the satisfactory delivery of goods.**

Payment Terms

- 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.
- The Successful Bidder has to submit a bill along with the satisfactory delivery report from the respective Asst Director / Regional Joint Director / Regional Deputy Director, Fisheries and Fishermen Welfare will in turn certify the bill, based on which the Commissioner of Fisheries and Fishermen Welfare will release the payment for successful supply of such components.
- No advance payment will be made to the firms towards supply of **Handheld Android Smart POS Terminal with inbuilt Printer.**

10. Warranty

i) Warranty period for **Handheld Android Smart POS Terminal with inbuilt Printer** will be two years from the date of supply of such components.

ii) In case of any damages / malfunction / repair if any, found during the warranty period, the same should be attended and rectified by the successful bidder. If the instrument is beyond repair condition, then the successful bidder should replace the repair set with new one.

11. SERVICE CENTRES:-

The successful bidders should establish service centre in the respective coastal districts for servicing / rectifying the above said instruments.

12. PENALTY CLAUSE

a. Forfeiture of EMD/SD:

If the successful Bidder fails to act according to the Tender conditions or withdraws the offer after their tender has been accepted, their EMD/SD will be forfeited.

b. Penalty for delay in supply and delivery:

In case of delay in payment of bid value or failure to supply the said components within the stipulated period as mentioned in the agreement, 5% of the total value of the defaulted quantity will be claimed as penalty. For inordinate delays beyond 30 days and after 45 days mentioned in the agreement, the order will be cancelled, Security deposit forfeited and contractor black listed. However, as earlier mentioned, the Commissioner of Fisheries and Fishermen Welfare Chennai can cancel the contract if any of the milestones as referred to earlier are not achieved in the intermediate period.

13. 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 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 tender 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 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 – I
(In LETTER HEAD OF THE FIRM)

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 the Department of Fisheries and Fishermen Welfare, 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 Earnest Money Deposit (EMD) amount shall not bear any interest and shall be liable to be forfeited to the Department of Fisheries and Fishermen Welfare, 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 the Department of Fisheries and Fishermen Welfare and furnish the Security Deposit (SD) 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.

3. If the delivery performance of the Bidder is not as per the Schedule, then Department of Fisheries and Fishermen Welfare, Chennai reserves the right to reallocate the areas to other Bidders.

Signature of the bidder
with Seal

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		

Signature of the bidder
with Seal

ANNEXURE – III

FORMAT FOR ESTABLISHING EXPERIENCE

Experience in supply of **Handheld Android Smart POS Terminal**
with inbuilt Printer during last 3 years

Sl. No	Name of the firm	Location/Registered address	Date of commencement of the firm	No. of units supplied in the last 3 years.

Attachment:- ____ nos and ____ pages

Note :

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

Signature of the bidder
with Seal

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)
2021-22			
2020-21			
2019-20			

Attachment:- ____ nos and ____ pages

Note:

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

Signature of the bidder
with Seal

ANNEXURE – V
SPECIFICATIONS OF QUOTED PRICE
(TO BE FURNISHED IN LETTER HEAD)

Brand name:-

Model no:-

S. N.	Specifications required in tender document		Specifications of quoted product	Complied / Not complied	Remarks
1	CPU	Quad-Core processor			
2	OS	Android 5.x based			
3	Displays	Minimum 5 inch screen			
4	Camera	Rear Camera minimum 5 MP Flashlight YES			
5	Scanner	QR , 1D, 2D Barcode			
6	Battery	Minimum 4000 mAH			
7	Communi-cation	2G, 3G, 4G WIFI, Bluetooth			
8	Printer	Built-in thermal printer. (minimum 50mm) Supports 3rd party BT printing.			
9	Card Slots	2 SIM +1 SAM, Optional: 1 SIM + 2 SAM, 1 Max support 64GB TF-card			

Note:-

The following details should be attached:-

- i) Product Brochure
- ii) Operating manual / service manual
- iii) List of service centres & service personal

Signature of the bidder
with Seal

ANNEXURE – VI

Place of Delivery and Delivery schedule

S.N.	Place of Delivery
1)	Assistant Director of Fisheries and Fishermen Welfare Tiruvallur @ Ponneri
2)	Assistant Director of Fisheries and Fishermen Welfare, Fishing Harbour Management Wing, Royapuram, Chennai
3)	Assistant Director of Fisheries and Fishermen Welfare Kanchipuram @ Neelangarai
4)	Assistant Director of Fisheries and Fishermen Welfare Villupuram District
5)	Assistant Director of Fisheries and Fishermen Welfare Cuddalore Fishing Harbour, Cuddalore District
6)	Assistant Director of Fisheries and Fishermen Welfare Sirkazhi, Mayladuthurai District
7)	Assistant Director of Fisheries and Fishermen Welfare Nagapattinam District
8)	Assistant Director of Fisheries and Fishermen Welfare Thanjavur District
9)	Assistant Director of Fisheries and Fishermen Welfare Pudukottai District
10)	Assistant Director of Fisheries and Fishermen Welfare District Collectorate Complex, Ramanathapuram (North)
11)	Assistant Director of Fisheries and Fishermen Welfare District Collectorate Complex, Ramanathapuram (South)
12)	Assistant Director of Fisheries and Fishermen Welfare Mandapam, Ramanathapuram District
13)	Assistant Director of Fisheries and Fishermen Welfare Rameswaram, Ramanathapuram Distric
14)	Assistant Director of Fisheries and Fishermen Welfare Fishing Harbour Management Wing, Thoothukudi Fishing harbour, Thoothukudi
15)	Assistant Director of Fisheries and Fishermen Welfare, Radhapuram, Tirunelveli District
16)	Assistant Director of Fisheries and Fishermen Welfare Chinnamuttom fishing harbour, Kanniyakumari District
17)	Assistant Director of Fisheries and Fishermen Welfare Colachel, Kanniyakumari District

Signature of the bidder
with Seal

ANNEXURE – VII

**PRICE BID TO BE FURNISHED BY THE FIRMS
IN THE LETTER HEAD OF THE FIRM**

The firm should furnish best possible lowest price for the supply of **HANDHELD ANDROID SMART POS TERMINAL WITH INBUILT PRINTER.**

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.	Brand Name and model no.	quantity no.	Basic price	Applicable Tax (..... %)	Total unit price
					(in Rs.)
		ONE			

Unit cost in words (Rupees..... Only)

Inclusive of all applicable taxes

Signature of the bidder
with Seal

EVALUATION FORM TO BE FURNISHED BY THE FIRMS

S. N	Particulars	Yes / No	If yes, whether proof attached	Page no.
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	MSME/ SSI/ MSI Certification			
4	GST Registration Certificate			
5	PAN Number			
6	Copies of Balance sheet, Profit / Loss account for last three years FY 2019-20, 2020-21 and 2021-22 duly certified by auditor/ chartered accountant.			
7	Annual Turnover assessment order for the preceeding three years, FY 2019-20, 2020-21 and 2021-22			
8	Copies of Income Tax Certificates with acknowledgement for the IT returns submitted for FY 2019-20, 2020-21 and 2021-22			
9	Letter of the Firm declaring that the firm has not been debarred or blacklisted by any Government body.			
10	ISI / ISO Certificate copies of Manufacturing facility / components.			
11	Production capacity of the firm			
12	Proof of service network preferably in Tamilnadu			
13	Experience of firm in the field			

Signature of the bidder
with Seal

CHECK LIST

Name of the firm:-

Tender for supply of

HANDHELD ANDROID SMART POS TERMINAL WITH INBUILT PRINTER

a.	Letter of undertaking should also indicate the address for correspondence viz. e-mail, fax, Telephone, Postal Address etc.	
b.	Each page of tender 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 letterhead (Annexure-I)	
d.	Earnest Money Deposit (EMD) vide DD No. dated:	
e.	Declaration of the bidder	
f.	Annexure - II	
g.	Annexure – III	
h.	Annexure – IV	
i.	Annexure – V Specification of quoted product	
j.	Annexure – VI i) Place of Delivery & Delivery schedule ii) Service centre and Personnel list	
k.	Price Bid Annexure –VII	