



**GOVERNMENT OF TAMIL NADU
TAMIL NADU STATE APEX FISHERIES**



CO-OPERATIVE FEDERATION LIMITED (TAFCOFED)

**2nd Floor, TNHB Shopping Complex, Ashoknagar,
Chennai-600 083.**

Ph: 044-24749024, Fax- 044-24749023

TENDER NOTICE

Managing Director, TAFCOFED invites bids for supply and installation of Sea safety equipment - Distress Alert Transmitters (DAT) on RATE CONTRACT BASIS

Tender No.TAFCOFED/ DAT/891/B/2015, Date:30.12.2015

Date and Time of Submission : Upto **29.01.2016, 3.00 PM**
of Tenders

Tender opening Date and Time : Technical Bids will be opened on
29.01.2016, 3:30 PM

Earnest Money Deposit : Rs. 2,00,000/-

Detailed tender form and specifications can be downloaded from the websites: **www.tenders.tn.gov.in, www.fisheries.tn.gov.in**

**MANAGING DIRECTOR
TAFCOFED**

DIPR/0000/TENDER/2015

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**Tamil Nadu State Apex Fisheries Co-operative Federation Limited
(TAFCOFED)**

**Rate Contract Tender for the Supply and Installation of Sea safety
equipment Distress Alert Transmitters (DAT)**

Tender Reference

TAFCOFED/DAT/891/B/2015.

Tender Document

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

**2nd Floor, TNHB Shopping Complex Building,
Ashoknagar , Chennai-600 083.**

Ph:+91-44-24749024 Fax:+91-44-24749023

Email:mdtafcofed@gmail.com , tafcofedchennai@yahoo.com

Website :www.tnfisheries.tn.in.gov.in

Tender shall be submitted on or before 03:00 PM on 29.01.2016

Importance 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.

Know Your Rights

- a) All tenders will be opened only in the presence of the bidders or their representatives, on the appointed date and time.
- b) The bidders have a right to insist on processing of technical bids in the bidders presence only.
- c) Price bid opening will be done only in the presence of technically qualified bidders or their representatives, on the appointed date and time.
- d) Vendors / bidders are eligible for a vendor signed copy of the price bid comparison statement on the spot.
- e) Please insist on your rights and avail the same.

Note: _None of the above can be claimed if the authorised representative not present at the relevant time and place.

MANAGING DIRECTOR
TAFCOFED

Letter of Undertaking

To

The Managing Director,
TAFCOFED,
2nd Floor, TNHB Shopping Complex Building,
Ashoknagar , Chennai-600 083.

Sir,

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

Ref: Tender No. TAFCOFED /891/B/2015 Dated:

----- have gone through the Terms and
I/We 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 31.03.2012, by any State Government / Central Government / State or Central Public Sector Undertakings, then the details should be provided.

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, 477 Marine Fishermen Co-operative Societies, 141 Inland Fishermen Co-operative Societies, 158 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.

Government of India, Ministry of Agriculture, Department of Animal Husbandry Dairying and Fisheries, vide Letter No.12014/1/2013-Fy(T-1), Dated.29.07.2015 issued approval to the proposal of the Government of Tamil Nadu for procurement and supply of total 30,000 Distress Alert Transmitters (DATs) at a total central financial liability of Rs.3600.00 lakhs (Rupees Thirty six crore only) to the fishermen/ fishing vessels registered under Real craft Registration system under the centrally sponsored scheme on Safety of fishermen at sea on Development of Marine Fisheries.

Subsequently Government of India has released Rs. 200 lakhs (Rupees two crore only as first instalment as grant-in-aid for procurement of 1600 numbers of DATs and supply to the Tamil Nadu fishermen/ Mechanised Fishing Boats.

Commissioner of Fisheries vide Letter R.C.No.22398/J3/2015. Dated.03.09.2015, requested Managing Director, TAFCOFED to take

necessary steps for procurement and supply of Distress Alert Transmitters to fishermen. Government of Tamil Nadu sanctioned Rs. 38.40 lakhs as Government share for procurement of DATs and permitted TAFCOFED to implement the Scheme.

DATs are distress alert equipments useful in case of emergency for the fishing boats which transmits a short message containing its position and type of emergency to a central location through satellite for rescue operation. The Distress Alert Transmitter technology was originally developed by SAC/ISRO for the use of fisherman going deep sea.

On behalf of Department of Fisheries, Government of Tamil Nadu, the Managing Director, Tamil Nadu State Apex Co operative Limited (TAFCOFED) invites bid from the eligible Bidders towards the supply , installation of same in the fishing boats and training of fishermen in using the DATs during distress as per the specifications prescribed in the tender document. He award of contract shall be therefore in conformity with the specifications prescribed in the Tender document for the supply of 1600 numbers of Distress Alert Transmitters. At the time of supply of the above DATs , they must be verified and certified by Indian Coast Guard Station, Chennai.

2. Tender Schedule

Tamil Nadu State Apex Co operative Limited (TAFCOFED)

1.	Tender Inviting Authority Designation and Address	The Managing Director, 2 nd Floor, TNHB Shopping Complex Building, AshokNagar, Chennai-600083. Ph:+91-44-24749024 Fax: +91-44-24749023 Email: mdtafcofed@gmail.com , tafcofedchennai@yahoo.com Website: www.tnfisheries.tn.gov.in , and www.tenders.tn.gov.in
2.	A) Name of the Work	Rate Contract for the Supply and Installation of Sea safety equipment Distress Alert Transmitters (DAT)
	B) Tender reference	TAFCOFED/DAT/891/B/2015. Date: 30.12.2015.
	C) Place of Installation	Fishing boats at the places indentified and approved by the District Assistant Directors of Fisheries/Deputy Director of Fisheries/ Joint Director of Fisheries in 13 Coastal Districts of Tamil Nadu State.
3.	Tender Documents available place	On all working days between 11.00 AM and 3.00 PM upto 29.01.2016 from the Address mentioned in Row (1) above. Alternatively, Tender documents can be downloaded free of cost from www.tnfisheries.tn.gov.in and www.tenders.tn.gov.in
4.	Cost of Tender Document	INR 2,000/- in cash or by Demand Draft drawn on any Nationalized Bank payable at Chennai for direct purchase from the O/o. TAFCOFED, Chennai-83. The Tender Document fee is waived for the downloaded Tender document.

5.	Earnest Money Deposit (EMD)	Rs. 2,00,000/- (Rupees Two Lakhs only) should be paid by way of demand Draft or Banker's cheque drawn in favour of Managing Director, Tamil Nadu State Apex Co-operative Limited (TAFCOFED) Chennai-83 and payable at Chennai only.
6.	Tender submission	Two Part Tender comprising of Technical Bid and Price Bid should be submitted MANUALLY_Stage-1_Technical Bid, Stage-2_Price Bid. Tenders received after the due date and time will be summarily rejected.
7.	Due Date, Time and Place of submission Tender	Upto 3.00 PM on 29.01.2016 at the address mentioned in Row (1) above.
8.	Date, Time and Place of opening of the Technical Bids	On 29.01.2016 at 3.30 PM at the address mentioned in Row (1) above
9.	Date, Time and Place of opening of Price Bids	Will be intimated only to the Technically Qualified Bidders.
10.	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. General Instructions

3.1General

- 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.

3.2 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 as per the Format prescribed in **Appendix – 3** to mdtafcofed@gmail.com and tafcofedchennai@yahoo.com.
- b) The responses to the clarifications will be notified in the websites by means of Corrigendum to the Tender Document.

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 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.

3.4 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. The supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English duly notarised, in which case, for all purposes of the bid, the translation shall govern. Bids received without such translation copies are liable to be rejected.

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) Bidders 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 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.

3.7 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 lighting, 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 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.

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 should be a Company registered in India under the Indian Companies Act 1956 or a Registered Partnership Firm or a Sole Proprietary Firm. In the case of registered partnership firm all partners shall be liable, jointly or severally during the bidding process and during the currency of the contract period in accordance with terms of contract. The bid shall be signed so as to legally bind all partners jointly and severally.	<p>a) In case the Bidder is a Registered Company in India, they should produce the copy of the Certificate of Incorporation.</p> <p>b) In case the Bidder is a Registered partnership Firm, they should produce the copy of Registered Partnership Deed.</p> <p>c) In case the Bidder is a Sole Proprietary Firm, they should produce the copy of VAT Registration Certificate/Service Tax Registration Certificate.</p>
4.2	<p>a) One consortium partner will be allowed along with the prime bidder.</p> <p>b) The Prime bidder and the consortium partner are responsible for the Supply and installation of Distress Alert transmitters (DAT).</p>	<p>a) A Consortium Agreement shall be entered among the two partners and the language shall be in English. The original Consortium Agreement shall be submitted. The Consortium Agreement shall contain a statement that the two partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.</p> <p>b) The Prime Bidder has to fulfill the minimum 26% of the equity value of the Consortium agreement.</p>

4.3	<p>The Bidder should have minimum of 3 years of existence in the manufacture of sale Distress Alert transmitters (DAT). of as on 31.03.2015.</p> <p>In case of Consortium, one of the two consortium partners should have minimum of 3 years of existence in the manufacture or sale of the Distress Alert transmitters (DAT) as on 31.03.2015.</p>	<p>a) <u>In the case of Indian Manufacturer.</u> Copy of Purchase / Work orders received on or after 31.03.2012 and completion certificate received from the customers. Official documentation including Tax returns establishing Distress Alert transmitters (DAT) manufacturing business from Tax Authorities/ Statutory Authorities shall be submitted.</p> <p>b) <u>In the case of Foreign Manufacturer.</u> Official documentation including Tax returns establishing Distress Alert transmitters (DAT) manufacturing business from Tax Authorities / Statutory Authorities the Country of Incorporation shall submitted. If the documentation is not English, notarized. English translation should be submitted. Notarization can be done in India.</p>
4.4	<p>Bidder (including consortium partner, if any) should have Average Annual Turnover of Rs. 50 Lakhs and above, in the last 3 years (2012-13, 2013-14 and 2014-15)</p>	<p>Copies of the Audited Balance sheets and Profit and Loss account for the last 3 years (2012-13, 2013-14 and 2014-15) should be submitted. (Consolidated balance sheet certified Chartered Accountant to be produced)</p>
4.5	<p><u>In case of Indian Original Equipment Manufacturer (OEM):</u></p>	<p><u>In case of Indian Original Equipment Manufacturer (OEM):</u></p>

	<p>a) The Bidder (or) the Prime bidder in case of Consortium should be an Original Equipment Manufacturer (OEM) of Distress Alert transmitters (DAT).</p> <p>b) The Original Equipment Manufacturer should have sold 250 nos. of Distress Alert transmitters (DAT) cumulatively within the last three financial years (2012-13, 2013-14 and 2014-15).</p> <p style="text-align: center;">(OR)</p> <p><u>In case of Foreign Original Equipment Manufacturer (OEM):</u></p> <p>a) The Foreign Original Equipment Manufacturer (OEM) can participate in the tender only along with the Indian Prime bidder.</p> <p>b) The Original Equipment Manufacturer should have sold 250 nos. of Distress Alert transmitters (DAT) cumulatively within the three financial Years (2012-13, 2013-14 and 2014-15).</p>	<p>a) Copy of Manufacturer License and Capacity Documents issued by Statutory Authority for establishing manufacturing capacity of Distress Alert transmitters (DAT) shall be submitted.</p> <p>b) Copy of the work /supply order/invoices raised for the sale of 250 nos. of Distress Alert transmitters (DAT) shall be enclosed. A copy of the Letter from the concerned Sales Tax / Competent authorities has to be submitted as a proof of selling of 250 Nos as applicable.</p> <p style="text-align: center;">(OR)</p> <p><u>In case of Foreign Original Equipment Manufacturer (OEM):</u></p> <p>a) Copy of Manufacturing License and Capacity Documents issued by Statutory Authority for establishing manufacturing capacity of Distress Alert transmitters (DAT) shall be submitted and should have an office in India.</p> <p>b) Copy of the work / supply orders / invoices raised for the sale of 250 nos. of Distress Alert transmitters (DAT) shall be enclosed. A copy of the Letter from the concerned Sales Tax/Competent authorities has to be submitted as a proof of selling of 250 Nos as applicable.</p>
4.6	a) The original Equipment	a) Model approval certificate issued

	Manufacturer (OEM) should enclose Model approval certificate from Indian Space Research Organisation (ISRO)/ Marine Rescue Co ordination Centre (MRCC) / Indian Coast Guard.	Indian Space Research Organization (ISRO)/ Marine Rescue Co ordination Centre (MRCC) / Indian Coast Guard.
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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.

Conditions of the Consortium Bidders.

- 1) One of the Consortium partners from India shall be nominated as Prime Bidder. The Foreign bidder cannot participate directly in the tender and they should participate along with the Indian Prime bidder. The Consortium Agreement in INR 100 non-judicial stamp paper should be entered among the partners. All the signatories of the Consortium Agreement shall be authorised by a Power of Attorney signed by the respective Managing Director or Board of Directors of the Companies/parties to the Consortium. Board Resolution authorising the signatories of the Tender and Consortium Agreement would be accepted.
- 2) The Consortium Agreement shall be submitted in original in the Technical Bid. If the Bid from the Consortium becomes successful, the

Consortium Agreement, should be registered in Chennai, Tamil Nadu before execution of Contract so as to be legally valid and binding on all the partners.

3) All partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the Consortium Agreement. The consortium agreement should indicate precisely the role of each partner of

the consortium in respect of the contract.

4) The Prime Bidder shall be authorised by the other Consortium partner to act on their behalf to incur liabilities, to receive instructions for and on behalf of all partners of the consortium, to execute entire contract and to receive payment.

5) Only one Bid will be allowed from a Consortium. The partners of a Consortium are not allowed to bid individually or to be a partner of another Consortium. **All such Bids will be subject to rejection.**

6) It shall be the responsibility of the bidders to ensure that the translation of the document has been done correctly. TAFCOFED reserves the right to verify the correctness of the translation in English separately and if it is found that the translation has not been done correctly the bid would be liable for rejection. TAFCOFED reserves the right to have a translator to verify the correctness of the translation of the documents furnished by the Bidders, if required and decision of TAFCOFED in this regard will be final and binding.

7) The purpose of seeking notarisation is to ensure that the translation is true and correct. It shall be the responsibility of the bidders to ensure that the Notary public should append the certificate that the translation

was done by him and it is true and correct. If Indian Notary is not aware of the foreign language, such notarial certificate can be made by a Foreign Notary from where the document originate.

5. Technical Specifications of Distress Alert Transmitters (DAT)

5.1 Distress Alert transmitters (DAT) should have the following features.

- (a) Transmission on 402 frequency only
- (b) Inbuilt GPS to give exact position and time information
- (c) It should have provision for transmitting emergencies like fire , Boat sinking, man- overboard, medical help on manual activation. Separate switches for each emergency. The emergencies and its transmitting method to be pictorially explained on instrument itself. Preferably additional switch for indicating strangers.
- (d) Once activated should continue to transmit for 24 hours for first 5 minutes and thereafter average of every 5-30 min interval for next 24 hrs.
Battery life should be minimum 48 hrs.
- (e) Should have frequency transmission test facility.
- (f) Should have omni dimensional antenna.
- (g) The equipment should float on water.
- (h) Should have easy fixing and removing provision on board boat with wall mounting accessories included.
- (i) DATs should gives indication on both by light and sound as in case of inadvertent or accidently inadvertent , it can be switched off by the user.

5.2 Further , the technical specifications of DAT are as follows.

- | | | |
|-------|------------------------------|--|
| (a) | Output Frequency Band | : 402.65 – 402.85 MHz (Step of 50 Mhz) |
| (b) | Modulation | :BPSK |
| (c) | Output power | :5 W (37d Bls \pm 1 dB) and above |
| (d) | Output Power stability | :Within 1.5 dB one frequency band |
| (e) | Harmonic level | :> 30 dBc |
| (f) | Spurious | : > 55 dBc |
| (g) | Phase Noise (1 KHz off set) | : 55dBc |
| (h) | Amplitude imbalance | :0.2 Db |
| (j) | Transmission Format | :ISRO boost format |
| (k) | Phase ambiguity | : Differential Coding Resolution |
| (l) | Frequency Stability over | :Better than 1 PPM Temperature |
| (m) | Frequency Stability | :Better than 1 PPM /Year (Long Term) |
| (n) | GPS | (i) Data rate :4800 Baud
(ii) RS232 |
| (p) | Transmission Format | : (i) CR: 192 Bits (All '1')
(ii) BTR : 64 Bits (alternate '1' & 0)
(iii) Message Length: 155 Bits
(iv) Error correction: R-S Encoder
(v) Data Rate: 600 Bps |

5.3 For effective utilization of DAT equipment, following are required.

- (a) Minimum of one year warranty for batteries and thereafter with condition/provision for replacement with established cost price @ unit on payment basis for a period of 5 years w.e.f sale of equipment.
- (b) Registration of DATs with MRCC(CHN) with submission of details of both (in hard and soft copy) as per format promulgated by MRCC(CHN).
- (C) One year warranty for the equipment.
- (d) Testing and proving transmission of all DATs prior handing over to fishermen.
MRCC should certify the DATs.
- (e) Supplier should establish repair /service centres in Tamil Nadu and provision for attending defective DATs.
Spares should be available for a period 5 years from the Date of supply of equipment.
- (f) Companies participating in tender should provide samples and demonstrate.

5.4 Two samples of Distress Alert transmitters (DAT) to be submitted to TAFCOFED before the date of opening of Technical Bid. The sample submitt3ed should have been certified by MRCC, Chennai.

5.5 Statement of compliance of the quoted Distress Alert transmitters (DAT) with the minimum technical specifications with the following documents, as applicable.

5.6 Supporting documents in the form of standard product/component data sheet, brochures in support of compliance of the Distress Alert transmitters (DAT) with the required specifications.

5.7 Supporting Documents:

The Bidders who are willing to participate in the Tender should submit the following documents:

1. Company profile
2. Model approval for the Distress Alert transmitters (DAT) duly approved by the Indian Space Research Organisation (ISRO)/ Marine Rescue Coordination Centre (MRCC) / Indian Coast Guard.
3. Compliance certificate from Marine Rescue Coordination Centre (MRCC) / Indian Coast Guard.
4. Power of Attorney (POA) in original for the person signing the bid

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 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 Technical bid, otherwise the Bids will be summarily rejected.

6.5 Two Part 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.

6.5.1 Technical Bid (Envelope-A)

- a) The Technical 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 Technical Bid shall not contain any indications of the Price; otherwise the Bid will be summarily rejected.
- b) The Technical Bids shall be prepared, signed and stamped in all pages by the authorised signatory of the Bidder. Any alternations, deletions or overwriting shall be attested with full signature of the authorised signatory.
- c) The Technical Bid with supporting documents and the EMD cover should then be put inside, in a separate cover and sealed appropriately. The Technical Bid cover should be super scribed as **"Technical Bid (Envelope-A) for Supply and Installation of Sea safety equipments Distress Alert Transmitters (DAT)– Tender No. TAFCOFED/DAT/891/B/2015.** due on as per the tender schedule Chapter no.2. The FROM Address" and "TO Address" should be clearly written in the cover otherwise the Bid is liable for rejection.

6.5.2 Price Bid Form (Envelope-B)

- a) All the Price items, as asked, in the Tender should be filled in the Price Bid Format as given in the Tender.
- b) The price quoted by the Bidder shall include cost and expenses on all counts viz. cost of equipment, materials, tools/ techniques/ methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc and any other

cost involved in the supply and installation of Distress Alert transmitters (DAT).

c) The Price Bid Form should not contain any conditional offers or variation clauses; otherwise the Bids will be summarily rejected.

d) The Prices quoted shall be only in **INDIAN RUPEES (INR) only**. The tender is liable for rejection if Price Bid contains conditional offers.

e) The Price 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.

f) 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 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 Bidders should particularly take note of this factor before submitting the Bids.

g) The Price Bid shall be placed inside, in a separate cover (Envelope-B) and sealed appropriately. The Price Bid cover shall be super scribed as **"Price Bid (Envelope-B)" for Supply and Installation of Sea safety equipments Distress Alert Transmitters (DAT)– Tender No. TAFCOFED/DAT/891/B/2015. due on** as per the tender schedule Chapter no.2. The "FROM" address and "TO" address in the cover shall be written without fail otherwise the Price Bid is liable for rejection.

6.5.3 Outer Cover

The Technical Bid cover including EMD cover (Envelope-A) and Price Bid cover (Envelope-B) shall then be put in a single outer cover and sealed

for Supply and Installation of Sea safety equipments Distress Alert Transmitters (DAT)– Tender No. TAFCOFED/DAT/891/B/2015.due on as per the tender schedule Chapter no.2. The “FROM” address and “TO” address shall be written in the cover without fail otherwise the Technical Bid is liable for rejection.

6.6 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.

6.7 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, 2nd Floor, TNHB Shopping Complex Building, Ashoknagar , Chennai-600 083.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.

6.8 Modification and withdrawal of Bids

The Bids once submitted cannot be modified or amended or withdrawn.

No documents would be supplemented after the submission of Bids.

7.Tender opening and Evaluation

7.1Technical Bid Opening

The Technical Bid will be opened 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. A maximum of two representatives for each Bidder would be allowed to attend the Tender opening.

7.2Tender 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 and incomplete details as given below will be treated as non-responsive.

If Tenders are;

- not submitted in two parts as specified in the Tender
- 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 Technical Bid Evaluation

a) A Tender Scrutinizing Committee will examine the Technical 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. The eligible Bidders alone will be considered for further evaluation.

b) The sample submitted will be evaluated for the tender specification as given in the Scope of work to select the technically qualified bidder.

c) Technically Qualified bidders will be asked to give a presentation/ Demonstration on the understanding of the whole project and the plan of execution to the technical committee at a suitable date and time which will be informed at the appropriate time.

d) 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.

7.5.3 Price Bid Evaluation

- a) The technically qualified Bidders only will be called for Price Bid opening. The Price Bids will be opened in the presence of the technically qualified Bidders who choose to be present at TAFCOFED/ Department of Fisheries, TN.
- b) The Price 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.
- c) 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.
- d) The bidder 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 TAFCOFED will be the final.
- e) All the Bidders, who are selected after the Price Bid evaluation will be called as Successful Bidders.

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

- i. The Price Bid Evaluation shall include all Customs Duty, Central Excise Duty and Value Added Tax (VAT) as part of the price as detailed below:
- ii. In evaluation of the price of an imported item, the price shall be determined inclusive of the Customs duty with Counter Veiling Duty (CVD).
- iii. If the evaluation of a price of an item is subjected to excise duty, the Price shall be determined inclusive of such excise duty.
- iv. In respect of VAT, where all the bidders are from within the State of Tamil Nadu or where all the bidders are from outside the State of Tamil Nadu, the VAT will be included in the price bid evaluation.

(OR)

Where the bidders are from the State of Tamil Nadu as well as from outside the State of Tamil Nadu, the Value Added Tax (VAT) shall be excluded, but Central Sales Tax (CST) shall be included for evaluation.

- v. 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.
- vi. More than one bidder may be accommodated provided, they match the L1 price of the Distress Alert Transmitters (DAT) and the DATs supplied should be compatible in all aspects.

7.6 Negotiations

Negotiations 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, TN, 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 Five percent 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 Work Order

After the execution of the Contract and payment of Security Deposit, **"Firm Work 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 Liquidated Damages (LD)

a) Liquidated Damages for the delay in delivery of the Distress Alert transmitters (DAT):

If the bidder is not able to deliver at the designated place as per the delivery schedule indicated in the Purchase order. Liquidated Damages @ 1% per week on the value of the Distress Alert transmitter (DAT) to a maximum of 5 % for the undelivered supply will be charged.

b) If the delivery is delayed beyond 10 weeks from the delivery schedule, the event is deemed to be considered as **default in delivery**. Since the Bidder fails to execute the Purchase Order beyond the Liquidated Damages period of 10 weeks, the order will be cancelled/ Contract will be terminated. The balance order quantity will be carried out through the other successful vendor(s) and any excess expenditure incurred in this regard, will be recovered from the Security Deposit/Payments due to the default vendor.

8.13 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 interests of TAFCOFED for good and sufficient reasons.

9. Scope of work

9.1 The scope of works covers

1. Supply of Distress Alert Transmitters (DATs)
2. Installation of DATs in fishing boats

Training of Fishermen in using DATs at the time of distress

3. Establishment of service centres / designated place for servicing the DATs
4. Servicing of malfunctioned DATs in the service centres.
5. Make available the spares DATS at least for five years from the date of supply.



9.2 TECHNOLOGY

DAT is low cost INSART base terminal developed for sea going fishermen whenever fishing boats exposed to various risks like fire, sinking, man over board etc., The fishermen can activate the DATs by pressing the appropriate push button switch. DATs starts emergency message transmission. This message consist of Boat ID, Boat Location Type of distress and time information. A central control station receives the emergency message throw INSART Satellite and initiate rescue operation. The DATS also has high intensity LED flasher.

9.3 CONTROL ROOM

Maritime Rescue Coordination Centre (MRCC), Chennai is the control room for receiving the distress signals for fishing boats and initiate rescue operations from the near by Coast Guard Station, near by boats etc., All the DATs supplied to the fishing boats are registered with MRCC, Chennai.

9.4 TECHNICAL QUALIFICATION

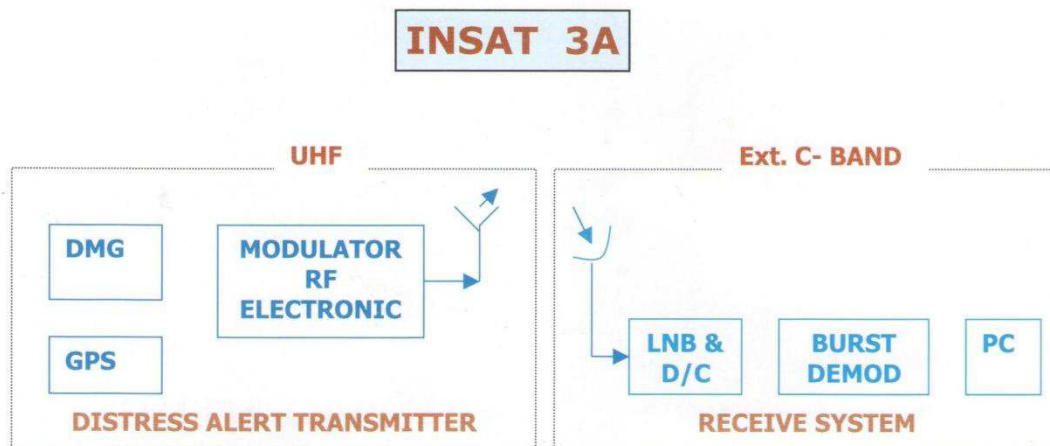
The successful bidder should supply cost efficient DATS which can be affordable to fishermen. DATS should have inbuilt GPS and it is should give position and time information. DATs should Transmits the type of emergency like, fire ,boat sinking, Man overboard, Medical help on manual activation DATS transmission should lasts for 24 hours with every five minutes average duration. DATs should have test transmission facility. DATs should be floatable and suitable for marine environment

9.5 SERVICE CENTRES

The successful bidders should establish service centre in the respective coastal district in order to repair the DATs.

9.6 SAMPLE SUBMISSION

The bidders have to submit two numbers of Distress Alert Transmitters indicating the make, model no. and brochures / specification for getting compliance certificate from MRCC.



DISTRESS ALERT TRANSMISSION SYSTEM

9.7 SUPPLY, INSTALLATION AND TRAINING

1. The successful bidder should supply the ordered items of DATs and should be delivered to the places indicated in the purchase order at his own cost and also should install the DATs in the fishing boats at in own cost.
2. The successful bidder should make facilities for training the respective beneficiaries in using the DATs at the time of distress

10.Payment Clause

- **All Payments will be made in INR only.**
- **In case of bidders / Consortium members who are not from India the foreign exchange risk shall be borne only by them.**
- No advance payment will be paid or no letter of credit will be issued.

Payment terms for Distress Alert transmitters (DAT):

- The bidder has to submit a bill along with the satisfactory installation report from the respective ADF/DDF/JDF to Commissioner of Fisheries who will in turn certify the bill, based on which TAFCOFED release 90% of the payment. The balance 10% of the payment will be released at the end of the 12 months (Warranty period).
- Alternatively, if the successful bidder produces either an irrevocable Bank Guarantee value equivalent to the balance 10% for a period of 12 months from the date of acceptance certificate of the Commissioner of Fisheries, the respective payments will be released as applicable, after observing the formalities stipulated.
- 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.

11. Penalty Clause

11.1 Penalty due to Non Performance of Distress Alert transmitters (DAT)

During the warranty period, the complaints received from the customers should be attended to within 2 days from the time of producing the DATs for repair at the service centre/designated place. If the complaints are not rectified within 2 days, the penalty is applicable as follows:

- a) 1% of the Distress Alert transmitter (DAT) value for greater than 2 days and lesser than or equal to 4 days.
- b) 2% of the Distress Alert transmitter (DAT) value for greater than 4 days and lesser than or equal to 6 days.
- c) 3% of the Distress Alert transmitter (DAT) value for greater than 6 days and lesser than or equal to 7 days.
- d) Beyond 7 days, the bidder has to replace the new DAT in place of the defective DAT.

12.Roles of the Department Stake Holders

A) Department of Fisheries:

- 1) Department of Fisheries will to provide details of places/ landing centres/ fishing boats/ list of beneficiaries to TAFCOFED for installation of DATs by the successful bidder.
- 2) ADF/DDF/ JDF of the respective district / Region to provide the details of areas where these DATs to supplied. Successful bidder shall set up facilities for installation of DATs in fishing boats at his own cost.
- 3) Department of Fisheries to instruct the boat owners to bring the boats to identified places for installation of DATs by the successful bidder.
- 4) Department of Fisheries to provide beneficiary list of 2000 fishing boats registered under Realcraft Registration system to TAFCOFED for installation of DATs.
- 5) Department of Fisheries to provide details of DAT installed fishing boats to MRCC for registration and continuous monitoring.

B) MRCC, Chennai , Indian Coast Guard Station, Chennai.

- 1) To certify the DATs supplied by the successful bidder. To register the DAT installed boats with MRCC monitoring system.

C) TAFCOFED :

- 1) To appoint a nodal officer to co-ordinate with all the stake holders for this project to oversee the supply, installation and training of fishermen for smooth maintenance of the project for 3 years period.
- 2) To float an open Tender and finalize the successful tender as per the tender transparency act

- 3) To make payment to the successful bidder based on the certification from the Department of Fisheries.

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 towards the smooth taking over within two weeks prior to the date of expiry.

Appendix-1 Model Form of Contract

(To be executed on a Non-Judicial Stamp Paper appropriate value to be bought in Tamil Nadu by the Successful Bidder for the supply and installation of Distress Alert transmitters (DAT))

This CONTRACT is entered into at Chennai on the
day of2015

between Tamil Nadu State Apex Fisheries Co-operative Federation Limited (TAFCOFED), Chennai-600 083 and _____ a Company registered under the Indian Companies Act, 1956 and having its Registered Office at _____ hereinafter referred to as the "Successful Bidder" (which term shall mean and include its Successors and permitted assigns)

Whereas, TAFCOFED had floated a Rate Contract Tender vide Tender No.TAFCOFED/DAT/891/B/2015. for the supply and installation of Distress Alert transmitters (DAT) and the Successful Bidder has been selected as one of the suppliers in the Tender. TAFCOFED and the Successful Bidder arrived at the following terms and conditions in respect of the same:-

1. This document on having been signed by both the parties shall constitute a binding contract between the parties and shall remain in force for a period of 36 months. But in the event of any breach of agreement at any time on the part of the Successful Bidder, the contract shall be determinable by TAFCOFED without compensation to the Successful Bidder. The contract may also be put to an end at any time by TAFCOFED upon giving 7 days notice to the Successful Bidder and upon termination no compensation is payable.

2. The Successful Bidder agrees that in the event, failure of 10% or more vital components of the equipments supplied during the three years warranty period due to manufacturing defects, TAFCOFED would have a right to levy suitable penalties as indicated in the tender document/agreement.

3. The **Successful Bidder agrees to** supply, install and commission the Bill of Material detailed in the Tender No ./ TAFCOFED/DAT/891/B/2015 after carrying out successfully all tests prescribed at an unit price plus applicable Taxes as indicated in Annexure to this Agreement before the specified date. 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.

4. The ordered items should be delivered and installed within 3 months from the date of Letter of Acceptance/Work order as per the delivery schedule.

5. The price of the ordered items as per the Tender includes excise duty, Surcharges, Freight, Octroi, insurance, commissioning, and such other levies that may be applicable.

6. The goods or service to be supplied under this contract are to be of the quality and of the sort mentioned in the TAFCOFED **Tender No.** TAFCOFED/DAT/891/B/2015.Date:30.12.2015.

7. The goods or services are to be delivered on without any extra cost in such quantities or numbers contained in the purchase order to be issued by TAFCOFED from time to time. Any amendments to the orders in terms of quantities or delivery period etc., may be incorporated on a mutually agreed basis. The delivery of goods or services to the destination is the responsibility of the Successful Bidder only. The goods supplied under the contract should be covered for comprehensive insurance by the Successful Bidder till delivery and installation by the authority concerned.

8. TAFCOFED is entitled to change the list of consignee address from time to time based on the requirements. In this situation, the Successful Bidder should not claim any additional charges.

9. Any replacement necessitated, as a part of the warranty commitments shall be carried out by the Successful Bidder at the service centre identified and faulty

Parts/materials that arise out of such replacements shall be taken back by the Successful Bidder within a reasonable time.

10 .If the supply, installation and commissioning of the Ordered items are not effected as specified in the purchase order, TAFCOFED . shall have the full authority to cancel the order and to take any such action that will be deemed fit in the circumstances.

11. a) Liquidated Damages for the delay in delivery of the Distress Alert transmitters (DAT):

If the bidder is not able to deliver at the designated place after acceptance of the as per the delivery schedule indicated in the Purchase order, Liquidated Damages @ 1% per week on the value of the Distress Alert transmitters (DAT) to maximum of 5 % for the undelivered supply will be charged.

b) If the delivery is delayed beyond 10 weeks from the delivery schedule, the event is deemed to be considered as **default in delivery**. Since the Bidder fails to execute the Purchase Order beyond the Liquidated Damages period of 10 weeks, the order will be cancelled/ Contract will be terminated. The balance order quantity will be carried out through the other successful vendor(s) and any excess expenditure

2.The Successful Bidder agrees that in the event, failure of 10% or incurred in this regard will be recovered from the Security Deposit/Payment due to the default vendor.

12.Penalty due to Non Performance of the Distress Alert transmitters (DAT)

During the warranty period, the complaints received from the customers should be attended to within 2 days. If the complaints are not rectified within 2 days, the penalty is applicable as follows:

a) 1% of the Distress Alert transmitter (DAT) value for greater than 2 days and lesser than or equal to 4 days Hours.

- b) 2% of the Distress Alert transmitter (DAT) value for greater than 2 days and lesser than or equal 4 days.
- c) 3% of the Distress Alert transmitter (DAT) value for greater than 4 days and lesser than or equal to 6 days.
- d) Beyond 6 days, the bidder has to replace the new DAT in place of the defective DAT.

13. Warranty Clause:

The equipment supplied shall come under free warranty for a period of 12 months .

- a) All the Tendered items should be supplied at the destination free from breakages, malfunctions, breakdowns or manufacturing defects. If any of the items are found defective due to manufacturing defect or design fault or transit damage occurred at the time of supply, within one month from the date of installation, the items in full should be replaced.
- b) All the materials and components of the Tendered items should be covered with a replacement warranty of 12 months from the date of signing of installation report of the ordered items. The successful Bidder shall be liable to make good the loss by replacing the items or other accessories found defective during the warranty period, at the respective service centres.
- c) For the purpose of arriving at the closure of the warranty, it is proposed that all the DATs installed in the respective fishing boats within a month, will be treated as installed and commissioned at the last day of each month and accordingly the warranty closure date will be arrived at as applicable for 3 years.
- d) The successful Bidder should give an undertaking to maintain the spares of all the items of 5% of the total quantity ordered.
- e) The **warranty for the internal battery** covers for a year and after the warranty period, it has to be replaced when it becomes defective at boat owner's cost, in the concerned service centre, at the rate finalised, through this tender as and when required.

- f) During the warranty period, the complaints received from the customers should be attended within 2 days.
- g) All the complaints should be attended to from the nearest service centres.
- h) Service centre address and contact details shall be mentioned in the warranty card to be provided along with the supply of Distress Alert transmitters (DAT).

14. PAYMENT TERMS:

14.1. All Payments will be made in INR only.

14.2 In case of bidders / Consortium members who are not from India, the foreign exchange risk shall be borne only by them.

14.3 No advance payment will be paid or no letter of credit will be issued.

14.4 Payment terms for Distress Alert transmitter (DAT):

The bidder has to submit a bill along with the satisfactory installation report from the respective ADF/DDF/JDF to Commissioner of Fisheries who will in turn certify the bill, based on which TAFCOFED release 90% of the payment. The balance 10% of the payment will be released at the end of the 12 months (Warranty period).

14.5 Alternatively, if the successful bidder produces either an irrevocable Bank Guarantee value equivalent to the balance 10% for a period of 12 months from the date of acceptance certificate of the Commissioner of Fisheries, the respective payments will be released as applicable, after observing the formalities stipulated.

14.6 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.

15. 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 lighting, 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) Fire or explosion, chemical or radioactive contamination or ionizing radiation
- d) Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy.

16. The contract or any part share of interest in it, is not to be transferred or assigned by the Successful Bidder directly or indirectly to any person or persons whomsoever, outside the consortium members without the prior written consent of TAFCOFED.

17. The following documents shall be deemed to form and be read and construed as a part of this Contract.

Technical Specifications:

- Tender Terms and Conditions
- Amendments issued by TAFCOFED for the Tender document
- Corrigendum / Clarifications issued by TAFCOFED for the Tender Document.
- Detailed final offer of the Successful Bidder
- Purchase Order(s) issued by TAFCOFED from time to time
- Correspondence made by TAFCOFED to the Successful Bidder from time to time during the period of the contract.
- Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the purchase order, the latter shall prevail over the offer conditions furnished by the Successful Bidder.

a. Unless otherwise provided in the agreement, any notice, request, consent or other communication given or required to be given hereunder shall be given by mailing the same by registered mail, postage prepaid, return receipt requested in the case of the Successful Bidder to the Purchaser(s) at their respective addresses and set forth above or with other addresses and to the attention of such other person or persons as may hereafter be designated by like notice hereunder and any such notice sent by post shall be deemed to have been served on the date when in the ordinary course of post, it would have been delivered at the address to which it was sent.

b. Any notice to the Successful Bidder shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.

18.Termination of Contract:

18.1Termination 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/services 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 judgement 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 and

services. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

18.2 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.

18.3 Termination for Convenience:

TAFCOFED may by written notice, with a notice period of 7 days sent to the Successful Bidder, may 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 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.

19. Arbitration Clause:-

a) Any dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the construction, 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.

Subject to the above, the Courts at Chennai only shall have jurisdiction in this matter.

In witness whereof the parties hereto have signed on the day, month and year above written in the presence of

For and on behalf of Bidder	For and on behalf of TAFCOFED
Witnesses:	Witnesses:
1)1)	
2)2)	

Appendix-2 Bank Guarantee Format

(To be executed in Rs.100/- Stamp Paper)

To
The Managing Director,
TAFCOFED,
2nd Floor, TNHB Shopping Complex Building,
Ashoknagar , Chennai-600 083.

Bank Guarantee No:

Amount of Guarantee:

Guarantee covers from:

Last date for lodgement of claim:

This Deed of Guarantee executed by (Bankers Name & Address) having our Head Office at(address) (hereinafter referred to as "the Bank") in favour of The Managing Director, TAFCOFED, 2nd Floor, TNHB Shopping Complex Building, Ashoknagar , Chennai-600 083. (hereinafter referred to as "the Beneficiary") for an amount not exceeding Rs._____/ - (Rupees _____ Only) as per the request of M/s. _____ having its office address at _____ (hereinafter referred to as " Service Provider") against Letter of Acceptance reference _____ dated __/__/____ of Tamil Nadu State Apex Fisheries Co-operative Federation Limited (TAFCOFED). . This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs._____/ - (Rupees _____ Only) and the guarantee shall remain in full force upto ____ months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before ____ months from the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the successful bidder shall furnish you with a Bank Guarantee by a

Scheduled/ Nationalised Bank for the sum specified therein as security for compliance with the successful bidder performance obligations for a period in accordance with the contract.

AND WHEREAS we have agreed to give the successful bidder a Guarantee.

THEREFORE, we (Bankers address)....., hereby affirm that we are Guarantors and responsible to you on behalf of the successful bidder up to a total of Rs._____-/- (Rupees _____ Only) and we undertake to pay you, upon your first written demand declaring the successful bidder to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs._____-/- (Rupees _____ Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever rose by the Service Provider.

This Guarantee is valid until __ months from the date of Bank Guarantee.

Notwithstanding, anything contained herein. Our liability under this guarantee shall not exceed Rs._____-/- (Rupees _____ Only). This Bank Guarantee shall be valid up to __ months from the date of Bank Guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____

In witness whereof the Bank, through its authorised Officer, has set its,
hand

and stamp on this at _____.

(Signature)

(Name in Block Letters)

Witness:

Appendix-3 Format for Clarifications / Amendments**FORMAT FOR QUERIES ON TENDER CONDITIONS AND****TECHNICAL SPECIFICATIONS****FOR COMMERCIAL CONDITIONS:**

Sl. No.	Page No.	Clause No.	Title of the Clause	Description of the Clauses as per Tender Document	Amendment requested	Reasons for requesting the amendment

FOR TECHNICAL SPECIFICATIONS:

Sl. No.	Page No.	Clause No.	Title of the Clause	Description of the Clauses as per Tender Document	Amendment requested	Reasons for requesting the amendment

Appendix-4 Sample Submission FormDate of Submission: **dd/mm/yyyy**

Vendor Name :

Vendor Address :

Tender No :

Sample Submitted on :

Tender Product Sl.No :

Sl. No	Item No in the Tender	Item Description	Make	Model	Sl. No of the Item

VENDOR

TAFCOFED / Certifying Agency

Bidding Company Name

Name & Designation of the
Person receives the Sample

Signature of the Representative

Name & Designation

Name

:

Designation

:Signature

Contact No

:

Appendix-5 Manufacturer's Letter of Guarantee

To
The Managing Director,
TAFCOFED,
2nd Floor, TNHB Shopping Complex Building,
Ashoknagar , Chennai-600 083.
Sir,

I/We M/s ...

.....hereby .to undertake to
submit a Bid, and subsequently negotiate and sign the contract with the
purchaser against Tender
No: **TAFCOFED/DAT/891/B/2015.**

for the (type the Description of goods) developed by us. We hereby extend our full warranty for the goods offered for supply and also later maintenance support against this tender.

We also undertake to provide timely supplies as per terms of the tender and as agreed mutually to provide a trouble free and continuous support either directly or through our authorised partners under our supervision during the said support period. We will provide the necessary support towards the upgradation that is necessitated and we will arrange for the complete replacement of the item(s) with an equivalent / higher version.

For this tender we authorise M/s. _____ (Complete address and full contact details of the partner) to be our service partner. In the event of discontinuation of service by our partner or any problem arises during provision of supply and services, the entire responsibility to provide trouble free and continuous

supply and services to the end users rests with us and we undertake to provide supply and services directly or through our alternative sales / service partners.

In case of violation of any of the conditions above, I/We

Understand that I/ We are liable to be blacklisted by Government of Tamil Nadu.

(Sign at for and on behalf of Principal)

Technical Bid (Envelope-A)**A1.1 Check-list for Enclosures****Technical Bid (Envelope-A)****A1.1 Check-list for Enclosures**

S. No	Documents to be Submitted	Fill (Yes or No)
1	Filled Tender Technical Bid form and Price Bid Form	
2	Payment of EMD Amount	
3	Two part Bid submission	
4	Letter of Authorisation / Power of Attorney for signing the Tender document	
	Eligibility Criteria	
5	Certificate of Incorporation / Registration Partnership deed / VAT / Service Tax Registration Certificate as per clause 4.1	
6	Original Consortium agreements as per clause 4.2	
7	Copy of Purchase / Work orders received on or after 31.03.2011 and Completion Certificate received from the Customers as per clause 4.3	
8	Copies of Balance sheet and Profit & Loss Account for the Last 3 Audited Financial Years (2012-13,2013-14,2014-15) as a Proof for turnover of Rs.5 Crores as per clause 4.4	
9	Manufacturer License for Distress Alert transmitter (DAT) fitted with printer and GPS/GPRS as per clause 4.5(a)	
10	Manufacturing capacity of Distress Alert transmitter (DAT) fitted with printer and GPS/GPRS as per clause 4.5(a)	
11	Copy of the work / supply order / invoices for the sale of 5000 Nos. of Distress Alert transmitter (DAT) fitted with printer and GPS/GPRS cumulatively in the last 3 financial years. (2012-13, 2013-14, 2014-15) shall be enclosed as per clause 4.5(b). A copy of the Letter from the concerned Sales Tax authorities to be submitted as a proof of selling of the 5000 nos.	
12	Model approval certificate issued by MRCC, Coast Guard station, Chennai / ISRO.	
13	Compliance certificate from MRCC, Coast Guard station, Chennai / ISRO.	

A 1.2 Profile of the Bidder

1.	Name of the Company	Prime Bidder	Consortium Bidder - 1
2.	Year of incorporation		
3.	Nature of the Company (Registered Company or Partnership or Proprietary)		
4.	Registered Office		
	Telegraphic Address		
	Office Telephone Number		
	Fax Number		
	Contact Person Name		
	Contact person Telephone Number		

	Email Address		
5.	Name of Local Presence at Chennai		
	Telegraphic Address		
	Office Telephone Number		
	Fax Number		
	Contact Person Name		
	Telephone Number		
	Email Address		
6.	Registration Details		
	Permanent Account Number		
	VAT Registration Number		
	CST Registration Number		
	Service Tax Registration Number		
7.	Banker's Name, Address and Account Number		
8.	ESI Registration No. and ESI Remittance details for last 3 years		
9.	PF Registration No. and PF Remittance details for last 3 years.		

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 should be a Company registered in India under the Indian Companies Act 1956 or a Registered Partnership Firm or a Sole Proprietary Firm. In the case of registered partnership firm all partners shall be liable, jointly or severally during the bidding process and during the currency of the	<p>a) In case the Bidder is a Registered Company in India, they should produce the copy of the Certificate of Incorporation.</p> <p>b) In case the Bidder is a Registered partnership Firm, they should produce the copy of Registered Partnership Deed.</p> <p>c) In case the Bidder is a Sole</p>

	contract period in accordance with terms of contract. The bid shall be signed so as to legally bind all partners jointly and severally.	Proprietary Firm, they should produce the copy of VAT Registration Certificate/Service Tax Registration Certificate.
4.2	<p>a) One consortium partner will be allowed along with the prime bidder.</p> <p>b) The Prime bidder and the consortium partner are responsible for the Supply and installation of Distress Alert transmitters (DAT).</p>	<p>a) A Consortium Agreement shall be entered among the two partners and the language shall be in English. The original Consortium Agreement shall be submitted. The Consortium Agreement shall contain a statement that the two partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.</p> <p>b) The Prime Bidder has to fulfill the minimum 26% of the equity value of the Consortium agreement.</p>
4.3	<p>The Bidder should have minimum of 3 years of existence in the manufacture of sale Distress Alert transmitters (DAT). of as on 31.03.2015.</p> <p>In case of Consortium, one of the two consortium partners should have minimum of 3 years of existence in the manufacture or sale of the Distress Alert transmitters (DAT) as on 31.03.2015.</p>	<p>a) <u>In the case of Indian Manufacturer.</u> Copy of Purchase / Work orders received on or after 31.03.2012 and completion certificate received from the customers. Official documentation including Tax returns establishing Distress Alert transmitters (DAT) manufacturing business from Tax Authorities/ Statutory Authorities shall be submitted.</p> <p>b) <u>In the case of Foreign Manufacture.</u> Official documentation including Tax</p>

		returns establishing Distress Alert transmitters (DAT) manufacturing business from Tax Authorities / Statutory Authorities the Country of Incorporation shall submitted. If the documentation is not English, notarized. English translation should be submitted. Notarization can be done in India.
4.4	Bidder (including consortium partner, if any) should have Average Annual Turnover of Rs. 50 Lakhs and above, in the last 3 years (2012-13, 2013-14 and 2014-15)	Copies of the Audited Balance sheets and Profit and Loss account for the last 3 years (2012-13, 2013-14 and 2014-15) should be submitted. (Consolidated balance sheet certified Chartered Accountant to be produced)
	2012-13	
	2013-14	
	2014-15	
4.5	<u>In case of Indian Original Equipment Manufacturer (OEM):</u> a) The Bidder (or) the Prime bidder in case of Consortium should be an Original Equipment Manufacturer (OEM) of Distress Alert transmitters (DAT). b) The Original Equipment Manufacturer should have sold 250 nos. of Distress Alert transmitters (DAT) cumulatively within the last three financial years (2012-13, 2013-14 and 2014-15).	<u>In case of Indian Original Equipment Manufacturer (OEM):</u> a) Copy of Manufacturer License and Capacity Documents issued by Statutory Authority for establishing manufacturing capacity of Distress Alert transmitters (DAT) shall be submitted. b) Copy of the work /supply order/invoices raised for the sale of 250 nos. of Distress Alert transmitters (DAT) shall be enclosed. A copy of the Letter from the concerned Sales Tax / Competent authorities has to be

	<p>(OR)</p> <p><u>In case of Foreign Original Equipment Manufacturer (OEM):</u></p> <p>a) The Foreign Original Equipment Manufacturer (OEM) can participate in the tender only along with the Indian Prime bidder.</p> <p>b) The Original Equipment Manufacturer should have sold 250 nos. of Distress Alert transmitters (DAT) cumulatively within the three financial Years (2012-13, 2013-14 and 2014-15).</p>	<p>submitted as a proof of selling of 250 Nos as applicable.</p> <p>(OR)</p> <p><u>In case of Foreign Original Equipment Manufacturer (OEM):</u></p> <p>a) Copy of Manufacturing License and Capacity Documents issued by Statutory Authority for establishing manufacturing capacity of Distress Alert transmitters (DAT) shall be submitted and should have an office in India.</p> <p>b) Copy of the work / supply orders / invoices raised for the sale of 250 nos. of Distress Alert transmitters (DAT) shall be enclosed. A copy of the Letter from the concerned Sales Tax/Competent authorities has to be submitted as a proof of selling of 250 Nos as applicable.</p>
4.6	<p>a) The original Equipment Manufacturer (OEM) should enclose Model approval certificate from Indian Space Research Organisation (ISRO)/ Marine Rescue Co ordination Centre (MRCC) / Indian Coast Guard.</p>	<p>a) Model approval certificate issued Indian Space Research Organization(ISRO)/ Marine Rescue Co ordination Centre (MRCC) / Indian Coast Guard.</p>

1.5 Track record on delivery

Track Record on manufacturing and delivery of 250 nos of Distress Alert Transmitters (DAT) within the last three financial years.

Sl .No	Financial Year	Qty delivered	Work order no.& date and Completion certificate
1)	2012-13		
2)	2013-14		
3)	2014-15		

A 1.7 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.

The following Corrigendum may please be issued for the Tender Called by Managing Director, TAFCOFED for Rate Contract Tender for the Supply and Installation of Sea safety equipment Distress Alert Transmitters (DAT) on 30.12.2015.

Page No.69

Technical Bid (Envelope-A)

A1.1 Check-list for Enclosures

Sl.No. 8 "Copies of Balance sheet and Profit & Loss Account for the Last 3 Audited Financial Years (2012-13,2013-14,2014-15) as a Proof for turnover of Rs.5 Crores as per clause 4.4"

Should read as

"Copies of Balance sheet and Profit & Loss Account for the Last 3 Audited Financial Years (2012-13,2013-14,2014-15) as a Proof for turnover of **Rs.50 lakhs** as per clause 4.4"

Sl.No.11 "Copy of the work / supply order / invoices for the sale of 5000 Nos. of Electronic Digital Fare meter fitted with printer and GPS/GPRS cumulatively in the last 3 financial years. (2012-13, 2013-14, 2014-15) shall be enclosed as per clause 4.5(b). A copy of the Letter from the concerned Sales Tax authorities to be submitted as a proof of selling of the 5000 nos."

Should read as

"Copy of the work / supply order / invoices for the sale of **250 Nos. of Distress Alert Transmitters (DAT)** cumulatively in the last 3 financial years. (2012-13, 2013-14, 2014-15) shall be enclosed as per clause 4.5(b). A copy of the Letter from the concerned Sales Tax authorities to be submitted as a proof of selling of the **250 nos.**"

"The award of contract shall be therefore in conformity with the specifications prescribed in the Tender document for the supply of 1600 numbers of Distress Alert Transmitters. At the time of supply of the above DATs , they must be verified and certified by Indian Coast Guard Station, Chennai."

Should read as

"Under this scheme it is proposed to procure 30,000 numbers of DATs in phased manner over a period of three years and initially in the first phase 1600 numbers will be procured. The award of contract shall be therefore in conformity with the specifications prescribed in the Tender document for the supply of 1600 numbers of Distress Alert Transmitters. **The supplier shall supply DATs that are individually certified by Indian Coast Guard / MRCC Chennai."**

Tender Ref. No.: TAFCOFED/DAT/891/B/2015 dtd.: 30.12.2015

Response to the Technical queries raised by KAL
Technical Queries

Dt.: 27.01.2016

Sl. No.	Page No.	Clause No.	Title of the clause	Description of the Clause as per Tender Document	Amendment requested	Reasons for requesting the amendment	TAFCOFED Remarks to the Amendments requested
1	44	9.1	The scope of works covers	Installation of DATs in fishing boats	Waive installation clause	DATs are easy to install and it can be carried out by fishermen. It only requires open sky. Hence we request to waive the clause. Training will be given, how to install DATs to fishermen during training and demonstrations programme at center district place.	Tender clause retained
2	23	5.3(a)	Technical Specifications of Distress Alert	Minimum of one year warranty for batteries and thereafter with	Warranty of battery starts from the date of	If registration is not done then proper and timely help cannot be reached to the person who is in danger.	Tender clause retained

			Transmitters (DAT)	condition/provision for replacement with established cost price @ unit on payment basis for a period of 5 years w.e.f sale of equipment	installation on fishermen's boat or registration of DAT whichever is later.		
3	22	5.2(a)	Technical Specifications of Distress Alert Transmitters (DAT)	Output Frequency Band: 402.65 – 402.85 MHz (Step of 50 Mhz)	Output Frequency Band: 402.65 – 402.85 MHz (Step of 500 Hz)	As per ISRO's guidelines Output Frequency Band should be 402.65 – 402.85 MHz (Step of 500 Hz)	Will be placed before the Scrutinising committee for consideration.
4	22	5.2(c)	Technical Specifications of Distress Alert Transmitters (DAT)	Output power: 5 W (37d BIs \pm 1 dB) and above	Output power: 5 W (37dBm \pm 1 dB) and above	As per ISRO's guidelines Output power should be 5 W (37 dBm \pm 1 dB)	Will be placed before the Scrutinising committee for consideration

Tender Ref. No.: TAFCOFED/DAT/891/B/2015 dtd.: 30.12.2015**Technical Queries**

Dt.: 25.01.2016

Sl. No.	Page No.	Clause No.	Title of the clause	Description of the Clause as per Tender Document	Amendment requested	Reasons for requesting the amendment	TAFCOFED Remarks to the Amendments requested
1	23	5.3(a)	Technical Specifications of Distress Alert Transmitters (DAT)	Minimum of one year warranty for batteries and thereafter with condition/provision for replacement with established cost price @ unit on payment basis for a period of 5 years w.e.f sale of equipment	There is no warranty of battery. Cost price would be valid for 2 years of sale equipment.	Battery is perishable item. Battery life is minimum for 24 hours from the time of DAT activation.	Tender clause retained. Will be placed before the Scrutinising committee for consideration

Managing Director, TAFCOFED

Format for Queries on Tender Conditions and Technical Specification

FOR COMMERCIAL CONDITIONS:

Sl. No.	Page No.	Clause No.	Title of the Clause	Description of the clauses as per the Tender Document	Amendment Requested	Reason for requesting the amendment	TAFCOFED Remarks to the Amendments requested
1	16	4.3		<p><u>Eligibility Conditions</u></p> <p>The Bidder should have minimum of 3 years of existence in the manufacture of sale Distress transmitters (DAT). of as on 31.03.2015.</p> <p>In case of Consortium, one of the two consortium partners should have minimum of 3 years of existence in the manufacture or sale of the Distress Alert transmitters (DAT) as on 31.03.2015.</p> <p><u>Documentary Proof to be submitted</u></p>	<p><u>Documentary Proof to be submitted</u></p> <p>a) In the case of Indian Manufacturer, Copy of Purchase/ Work orders received / invoice raised on or after 31.03.2012 to till date, towards proof of supply to customers, should be enclosed.</p> <p>We should be allowed to submit some of the documents required for on or before November, 2013 in the name of VXL Technologies Ltd.,</p>	<p>Sales Tax / Competent authorities do not issue any specific letter.</p> <p>Since no Installation is involved no completion certificate issued by the purchase authorities.</p> <p>Since before November, 2013 this factory located at Kolkata was known as</p>	<p>Tender clause retained.</p> <p>Will be placed before Tender scrutinizing committee for consideration.</p> <p>Will be placed before Tender</p>

				a) In the case of Indian Manufacturer. Copy of Purchase / Work orders received on or after 31.03.2012 and completion certificate received from the customers. Official documentation including Tax returns establishing Distress Alert transmitters (DAT) manufacturing business from Tax Authorities/ Statutory Authorities shall be submitted.	since it was earlier known as Electronics Div. of VXL Technologies Ltd., (VTL), before this factory located at Kolkata was transferred to a same group Company under the same management and now is known as VTL Electronics Ltd.,(VEL).	Electronics Div. of VXL Technologies Ltd. (VTL), before this factory was transferred to a same group Company under the same Management and now is known as VTL Electronics Ltd. (VEL), as also accepted by ISRO/SAC while transferring the TOT from VTL to VEL	scrutinizing committee for consideration subject to production of documentary proof.
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Sl. No.	Page No.	Clause No.	Title of the Clause	Description of the clauses as per the Tender Document	Amendment Requested	Reason for requesting the amendment	TAFCOFED Remarks to the Amendments requested
2	16 & 17	4.5 (b)	In case of Indian Original	Copy of the work / supply order / invoices raised for the sale of 250 nos. of Distress Alert transmitters (DAT) shall be enclosed. A copy of the	b) Copy of the work / supply order / invoices raised for the sale of 250 nos. of Distress Alert transmitters	Sales Tax / Competent authorities do not issue any specific letter.	Tender clause retained.

			Equipm ent Manuf acturer (OEM):	Letter from the concerned Sales Tax / Competent authorities has to be submitted as a proof of selling of 250 No's as applicable	(DAT) to be enclosed.		Will be placed before Tender scrutinizing committee for consideration.
3	27 & 28	6.5.1	Techni cal Bid (Envelo pe-A)	<p>Technical Bid (Envelope-A)</p> <p>a) The Technical Bid format as given in the Tender shall be filled, signed and stamped on all pages.</p> <p>Price Bid Form (Envelope-B)</p> <p>a) All the Price items, as asked, in the Tender should be filled in the Price Bid Format as given in the Tender.</p>	Please send us the Formats for Technical Bid (Envelope-A) & Price Bid Form (Envelope-B)	No format enclosed with the Bid documents	<p>Documents to be included in the Technical bid has been provided in the Annexure- A1-1</p> <p>Check list for enclosures.</p> <p>Price bid format enclosed.</p>

Price Bid (Envelope-B)

Tender Ref no. : TAFCOFED/DAT/891/B/2015.

A. Cost for the DAT

S.No. (1)	Description (2)	Unit Cost (Rs.) (3)	Customs Duty/Centr al Excise Duty/Other taxes if any (Rs.) (4)	CST (Rs.) (5)	TN VAT (Rs.) (6)	Total Cost including Tax (Rs.) (7)=(3)+(4) +(5) or(6)
1)	Distress Alert Transmitters (DAT)					

Sl. No.	Page No.	Clause No.	Title of the Clause	Description of the clauses as per the Tender Document	Amendment Requested	Reason for requesting the amendment	TAFCOFED Remarks to the Amendments requested	
1	21	5.1 (d)		Once activated should continue to transmit for 24 hours for first 5 minutes and thereafter average of every 5-30 min interval for next 24 hrs.	Once activated, in the first 5 minutes after the first GPS acquisition, the burst transmission is once during every 1-minute interval, and afterwards once every 5 minutes in random access mode. This continues till the battery power lasts or manual deactivation. The battery power lasts for minimum of 24 Hours of transmission.	As per the ISRO TOT Specifications. Transmission Protocol Where it does not mention that battery life should be minimum 48 Hrs.	Tender clause retained. Will be placed before Tender scrutinizing committee for consideration.	
2	22	5.2(a)	Technical Specification of Distress Alert Transmitters	Output Frequency Band : 402.65 – 402.85 MHz (Step of 50 MHz)	Output Frequency Band : 402.65 – 402.85 MHz (Step of 500 MHz) Output Power :	As per ISRO TOT Specification	Tender clause retained. Will be placed before Tender scrutinizing committee for consideration.	

		(c)	(DAT)	Output Power : 5 w (37 d BIs + 1 dB) and above	5 w (37 dBm + 1 dB) and above	It looks like a Typographical error in your documents.	
		(h)		Amplitude imbalance: 0.2 Db	Amplitude imbalance: +0.2 Db (Max)	As per ISRO TOT Specification	
		(p) (v)		Data Rate 600 Bps	Data Rate 600 Sps	As per ISRO TOT Specification	
3	23	5.3(d)		Testing and proving transmission of all DATs prior handing over to fishermen. MRCC should certify the DATs.	We will do live Testing for proving transmission of all DAT's prior handing over to fishermen thru MRCC/ISRO(SAC) and will request MRCC to issue a certificate to this effect if they agree, otherwise will supply with our Factory test report.	We are not sure whether MRCC/ISRO (SAC) will issue a certificate on our request, To be taken up on official level by TAFCOFED with MRCC.	Tender clause retained. Will be placed before Tender scrutinizing committee for consideration.

