



Rajiv Gandhi Centre for Aquaculture

(MPEDA, Ministry of Commerce & Industry, Govt. of India)



RGCA Tender No: 23RFQ0004

Date: 10.03.2023

NOTICE INVITING TENDER

Rajiv Gandhi Centre of Aquaculture (RGCA), a society under the Marine Product Export Development Authority (MPEDA), Ministry of Commerce and Industry, Government of India, invites bids through open tender from OEMs/suppliers, for the below said Goods/ Services/ Works.

Description of the Goods/ Services/ Works	Supply of 10 HP Pumps and Motors, as specified in the bill of quantity, at Kanyakumari District, Tamil Nadu.
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Complete details relating to the tender can be viewed in the Central Public Procurement (CPP) Portal (<https://eprocure.gov.in/epublish/app>) and RGCA's website (<https://v2.rgca.co.in/tenders.php>). Subsequent changes/amendments, if any, will be posted only on the aforesaid portal/website.

Prospective bidder should download the tender document from the CPP Portal/ RGCA's website and submit a hard copy of the bid duly filled on or before the due dates. Sale of physical tender document is not applicable. If there is any discrepancy between the documents uploaded in the CPP portal and RGCA's website, then the document available in the CPP portal shall be valid and final.

For pre-qualification details please refer the Additional documents (Annexure I and II) and the Tender documents (Annexure III, IV and V).

For and behalf of the Director RGCA

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Chief Administrative Officer, RGCA

INFORMATION TO THE BIDDER

(RGCA Tender No: 23RFQ0004)

Sl. No	Item	Description
1	Project Site/ Delivery Address	Rajiv Gandhi Centre for Aquaculture, Shrimp Evaluation Study Unit (SEU), Theckkurichi Village, Ganapathipuram Post, Rajakkamangalam - 629502. Kanyakumari District, Tamil Nadu.
2	Tender Inviting Authority	The Director, Rajiv Gandhi Centre for Aquaculture, (MPEDA, Ministry of Commerce & Industry, Govt. of India), 3/197, Poompuhar Road, Karaimedu Village, Sattanathapuram Post, Sirkali Taluk, Mayiladuthurai District, Tamil Nadu. Pincode: 609109. Ph: 04364 265200
3	Mode of Tendering - Bidding System - Type of Contract	Open Tender Enquiry - Single Stage Single Bid System - Item Rate Goods Contract
4	Estimated Value of the Goods	Rs.10,20,000/-
5	Goods Supply Period	1 month from the date of purchase order
6	Period of Bid Validity	90 days
7	Cost of bid document	Nil
8	Bid Security/ Earnest Money Deposit (EMD)	Rs.51,000/- (Bidders exempted from EMD shall submit the bid security declaration along with supporting documents)
9	Tender Publishing Date & Time	10.03.2023 (09:00 hrs)
10	Date and Time for visit and inspection of Project Site	From 2 PM to 4 PM on all days (except on Saturdays, Sundays and Holidays) from the tender publishing date to the bid submission closing date.
11	Pre-bid meeting (online) date, time & weblink	17.03.2023 (11:00 hrs) Join Zoom Meeting https://us02web.zoom.us/j/86233458714 Meeting ID: 862 3345 8714
12	Bid Submission (physical) Closing Date, Time & Address	30.03.2023 (17:00 hrs) Rajiv Gandhi Centre for Aquaculture, (MPEDA, Ministry of Commerce & Industry, Govt. of India), 3/197, Poompuhar Road, Karaimedu Village, Sattanathapuram Post, Sirkali Taluk, Mayiladuthurai District, Tamil Nadu. Pincode: 609109.
13	Bid Opening Date, Time & Weblink (for online participation)	31.03.2023 (11:00 hrs) Join Zoom Meeting https://us02web.zoom.us/j/83718488080 Meeting ID: 837 1848 8080

TERMS AND CONDITIONS
(RGCA Tender No: 23RFQ0004)

Special Conditions:

1. Scope of the Contract: The bidder/ supplier shall be fully responsible in supplying the material, along with all accessories, at his cost at the project site, within the time specified.
2. Site Inspection: The bidder is strongly advised to visit and inspect the project site, before submitting the bid, on the date and time specified in the important information to the bidder, to ascertain all the necessary information, including the risks, contingencies, nature of ground, unloading & installation etc., and to acquaint himself with the local conditions, at his cost and responsibility.
3. The material/item, brand, OEM, supplier, etc., should not have been banned/ debarred by any Government (Central/State/ UT) /PSU/ other Govt. organisations/institutions.
4. Bid Submission, Opening and Evaluation:
 - a. Bidder shall submit the bids in offline mode, in accordance with the terms and conditions, including the Special conditions and the General conditions.
 - b. Single sealed cover containing the duly filled Tender Forms (in the format as provided in Annexure - III, IV & V), EMD document and other supporting documents (if any), should be submitted, either through post or in person, on or before the last date and time stipulated for bid submission.
 - c. Sealed cover containing the bid shall be marked on top as "RGCA Tender No: _____".
 - d. Bidder shall write his name and the unit price in the respective column provided in the Bill of Quantity (BoQ).The bids to be submitted in the same format as that of the BoQ annexed.
 - e. If more than one goods/services/works, are specified in the BoQ, then the bid should contain value for all goods/services/works. If details of even a single item specified in the BoQ is found missing, then the entire bid will be considered as non-responsive.
 - f. If a bidder intends to submit bid for more than one brand, he may do so. However, he needs to submit separate bids for each brand.
 - g. All bids will be opened on the scheduled date and time at the indicated venue. RGCA reserves the right to change the date/time/venue at any point of time. Bidder or his representative may visualise the bid opening process, through the online mode specified.
 - h. Bids not fulfilling any or all of the conditions prescribed or which are incomplete are liable to be rejected. RGCA reserve the right to accept or reject any bid either in whole or in part without assigning for any reason for doing so and do not accept the lowest or any bid.
 - i. Eligibility Criteria: Bidder shall fulfil all the eligibility criteria specified. Bid which fails to fulfil, any one or more of the below eligibility criteria, will be considered non- responsive.
 - i) The bidder shall be an Original Equipment Manufacturer (OEM) or an authorized dealer/distributor of the OEM (document issued by the OEM shall be submitted in support of the claim for each brand quoted).

- ii) The brand(s) quoted should have atleast 12 months of OEM warranty from the date of supply (document in support of the claim shall be submitted for each brand quoted).
 - iii) The brand(s) quoted shall hold a valid ISI certification (pamphlet/ brochure/ document in support of the claim shall be submitted for each brand quoted).
 - iv) The brand(s) quoted should have atleast one authorized service centre located within the state of Tamil Nadu or Pondicherry (document showing location of service centre in the specified area shall be submitted in support of the claim for each brand quoted).
 - v) The bidder should possess valid GST registration (submit photocopy).
 - vi) The bidder shall submit a copy of the PAN.
 - vii) The bidder shall submit the EMD along with the bid document. If the bidder is exempted from EMD, then he shall submit the Bid Security Declaration form duly filled in the format specified, along with a valid document which shall entitle the bidder for exemption.
 - j. The bidder shall submit the Product Technical Data Sheet along with the documents and warranty certificate offered by the OEM, if any.
 - k. The successful bidder shall be issued a Purchase Order by RGCA which shall be construed as award of contract.
5. Bid Security/Earnest Money Deposit (EMD):
- a. All bidder shall submit a bid security, equivalent to the value as specified in the information to the bidder, in the form of an account payee demand draft in favour of the "The Director, Rajiv Gandhi Centre for Aquaculture" payable at Mayiladuthurai.
 - b. Exemptions, in submission of Bid Security/EMD, granted by the Government of India from time to time, shall be applicable upon submission of a valid document in support of the claim. In such case, the bidder shall submit Bid Security Declaration form dully filled in the format specified.
 - c. Bid document, which is submitted without bid security (of prescribed value and/or form) or the valid proof for exemption, will be considered non- responsive.
 - d. Bid security to the successful bidder will be refunded without interest, upon receipt and satisfactory acceptance of the goods. Bid securities of the unsuccessful bidders will be refunded without interest, latest by the 30th day after the award of the contract.
 - e. A bidder's bid security will be forfeited if
 - i) the bidder withdraws or amends its/ his tender/bid;
 - ii) the bidder impairs or derogates from the tender in any respect within the period of validity of the tender/bid;
 - iii) the bidder does not accept the correction of his bid price during evaluation; and the successful bidder fails to supply the goods within the specified period and/ or quality.
6. Price for the goods and Bid Validity:
- a. The rate quoted for the goods shall be inclusive of all taxes, incidentals, hiring of all necessary equipment, transportation, testing, fabrication and expenses of staff/labour, statutory compliances, etc., connected with the contract. Nothing other than the quoted rates shall be entertained under any circumstances.
 - b. The bidder/contractor should mention the GST rate quoted for the items prescribed by the Central/State Government as on the date of submission of the bid.

- c. The price quoted for the supply and installation shall be firm for the total supply duration and shall not change based on market price fluctuations until the supplies are completed.
 - d. Price quoted should be NET (including taxes, if any, prevailing on the date of application) and valid for a minimum period as specified in the information to the bidder.
 - e. Price shall be quoted in words and figures. In case of discrepancy between the price quoted in words and figures, the price quoted in words shall stand final.
 - f. Price quoted should be free delivery at delivery address including all charges. Otherwise the bid is likely to be rejected. If there is no indication regarding the delivery, in the bid, then it will be considered as free delivery.
7. Delivery and Acceptance:
- a. Bidder shall deliver the materials at project site, during RGCA working hours, at his responsibility and cost.
 - b. The material supplied shall be inspected by the RGCA official, who shall certify for acceptance of the goods. Only the goods certified by the RGCA official will be considered as accepted by RGCA.
 - c. Materials should be supplied against Tax invoice, e-way bill and other supporting documents.
8. Payment Terms:
- a. Upon acceptance of the material(s) by the RGCA official, the bill/invoice, along with the supporting documents (if any), duly certified by the RGCA official shall be submitted by the contractor/supplier at RGCA office put up at the project site, for processing the payment.
 - b. Interim payment or advance will not be provided. Hence contractor/supplier shall ensure availability of adequate money for supply of goods at project site.
9. Time shall be the essence of the contract and hence bidder shall adhere to the goods supply period specified in the information to the bidder. Under no circumstances the contractor/supplier shall be entitled for price variation, cost escalation or compensation for material, machineries, manpower and other related and/or intermittent expenses.
10. If the contractor fails to supply the goods within the prescribed time, then the contractor/supplier shall pay to RGCA as liquidated damage for delay of each day, at the rate of one percent per annum, on the total value of the contract. RGCA may, without prejudice to any other method of recovery, deduct the amount of such damages from any money in his hands. The amount or deduction of such damages shall not relieve the contractor/supplier from his obligation to complete the works, or from any other of his obligations and liabilities under the contract.

General Conditions:

1. RGCA reserves the right to increase/decrease the quantity specified in this tender.
2. Bids must be free from corrections/erasures. In case there is any unavoidable correction it should be properly attested. If not the bid will not be considered. Bid written in pencil will not be considered.
3. RGCA reserves the right to accept the offer by individual items and reject any or all bids without assigning any reason thereof and does not bind itself to accept lowest quotations.

4. Supplier shall provide coordination and support to other contractor's present in the project site, if need be, for successful completion of the work on time.
5. The supplier shall ensure the safety of workmen as well as safety for other people, during the work, in and around the project site. The workmen of the supplier/contractor must be trained and provided with appropriate protective gear, life saving equipment and appropriate tools for their jobs.
6. The supplier has to bear full responsibility and liability for the Payment of Wages, Minimum Wages, Provident Fund, Employee State Insurance, Workmen Compensation Policy/ CAR Policy (Contractor All Risks) and/or any other legal/statutory obligations relating to the workers working under their roles or on their behalf.
7. The supplier shall be fully responsible in following the COVID-19 protocols by himself, his workers, his agents and his representative at project site and at other locations of RGCA. The supplier shall ensure that he, his workers, his agents and his representative shall cooperate with the security checks, at the work location.
8. Force Majeure: The default in supply of material by supplier or non-acceptability of material at project site by RGCA due to cause beyond the control such as acts of God, natural calamities, civil wars, Fire, Strike, frost, floods, riots, acts of unsurpassed power, etc., shall be notified in writing by the supplier or RGCA, as the case may be, to the other party within ten days from the date of such occurrence. In the event of delay due to such causes, the completion of schedule will be extended for a length of time at least equal to the period of force majeure. RGCA's decision in this regard will be final. No cost escalation (material, machineries and/or manpower) or compensation shall be considered during the period of force majeure.
9. Dispute Resolution:
 - a. Any dispute between RGCA and the supplier shall be brought to the knowledge of the Director RGCA who shall intervene and sought out the dispute through dialogue.
 - b. Failing which, the dispute will be settled through conciliation by the President RGCA as a sole conciliator.
 - c. If either party is not in agreement with the decision of the conciliator, then intimation may be provided in writing to the other party expressing his willingness for arbitration. In such case, the Director RGCA will appoint a sole arbitrator, who shall proceed with the arbitration.
 - d. Any legal dispute relating to the contract shall be dealt at the court which has a jurisdiction on the project site.

(to be submitted in the letter head of the company/firm)

Annexure - III

TENDER FORM

RGCA Tender No	
Name of the company/firm	
Address of the company/firm	
Phone No. of the company/firm	
Email ID of the company/firm	
Company/firm Registration No. (attach Photocopy, if any)	
PAN (attach Photocopy)	
TIN/VAT/CST No.(attach Photocopy)	
GST No.(attach Photocopy)	
Name and Designation of the Authorised Person	
Contact address of the Authorised Person, along with mobile number and email id	
Name of the Brand for which the bid is submitted	
Delivery duration (against individual purchase/supply order)	

Enclosures:

- 1.
- 2.
- 3.

Place:

Signature of Authorised Signatory

Date:

Name & Seal

(to be submitted in the letter head of the company/firm)

Annexure - IV

BID SECURITY DECLARATION

I/we, _____, having office at _____ engage to supply the material(s) to RGCA project site, as per RGCA Tender No. _____, and

- i) Accept that if I/we withdraw or modify my/our bids during the period of validity, or if I/we are awarded the contract and I/we fail to sign the contract, I/we will be suspended for a period of five years from being eligible to submit bids for any contracts with RGCA.
- ii) Comply with the tender schedule and technical specification indicated.
- iii) Comply with the item/tender specific conditions for this tender.
- iv) Accept the Terms and conditions including special conditions and general conditions printed in this tender.
- v) I/we understand that total quantity for the entire project is specified in the tender document, however multiple supply orders will be provided for the quantity to be delivered based on the progress of the work.
- vi) Confirm that set off for the ED, VAT, etc. Paid on the inputs have been taken into consideration in the above quoted price and further agree to pass on such additional duties as sets offs as may become available in future under VAT, etc.
- vii) Certify that I/we have not been debarred by any Government/Undertaking.
- viii) Certify that the rates quoted are not higher than the rates quoted for same item to any Government/ Undertaking.
- ix) Certify that the bid submitted by me/us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

Place:

Signature of Authorised Signatory

Date:

Name & Seal