



KARNATAKA FISHERIES DEVELOPMENT CORPORATION LTD.,
(A Government of Karnataka Undertaking)

Regd. Office : Hoige Bazar, Mangalore - 575001.

✉ E-Mail: kfdcixe@yahoo.com

☎ Phone - (0824)-2421281/82

🌐 Website: www.kfdcfish.com

☎ Fax - (0824)-2424560

TENDER NOTIFICATION NO KFDC/CFE/02/2016-17

DATED 28.10.2016

(Two Cover System)

KFDC invites sealed tenders for licensing of **Chilled Fish Export facility** for a period of 2 years from bidders having experience in Export of Fresh Fish & Fishery product to Non EU countries.

Sl No	Name & address of the Unit	EMD	Cost of the tender form
1	Chilled Fish Export Facility Hoige Bazar, Mangalore. EIA Approval No: 1513	Rs.10,000/-	Rs.1,000/-

Date for issue of blank tender form:- **02-11-2016** to **14-11-2016** (Up to 5 PM)

Last Date for accepting the filled tender form: **15-11-2016** (Up to 5.00PM)

The Technical Bid shall be opened on: **16-11-2016** at 3.00 P.M.

The Financial Bid of technically eligible Bidders shall be opened on **16-11-2016 at 4.30 P.M** at Head Office, Mangalore

The EMD shall be payable by Demand Draft from a Scheduled/ Commercial /Nationalized Bank drawn in favor of Managing Director, KFDC LTD., Mangalore and payable at Mangalore. (Along with Technical bid)

For more details contact (1) Our Head office at Hoige Bazar, Mangalore -1 0824-2421281/82/83

(2) Website: www.kfdcfish.com

MANAGING DIRECTOR

KFDC LTD., MANGALORE

SEAL

SIGNATURE



KARNATAKA FISHERIES DEVELOPMENT CORPORATION LTD.,
(A Government of Karnataka Undertaking)

Regd. Office : Hoige Bazar, Mangalore - 575001.

✉ E-Mail: kfdcixe@yahoo.com

☎ Phone - (0824)-2421281/82

🌐 Website: www.kfdcfish.com

☎ Fax - (0824)-2424560

TENDER NOTIFICATION NO KFDC/CFE/02/2016-17

DATED 27.10.2016

Instructions to the Tenderers

1. KFDC has Created Facilities for Export of Fresh Chilled Fish & Fishery Products to Non-EU Countries other than EU and Russian Federation.
2. EIA-Kochi & MPEDA has given permission to Export 8 Metric Tons of Chilled Fish per day from the above facility.
3. Therefore KFDC intends to run the facility on LICENCE basis for 2 years from interested eligible parties.

4. INVITATION TO BIDDERS:

- 4.1
 - a) A Complete Set of Tender Documents shall be Purchased by any Interested individual/firm/party shall upon Payment of a Non-Refundable Fee as Specified (Rs.1000/-) at KFDC Head Office, Mangalore.
 - b) A Complete Set of Tender Documents shall also be downloaded from our website www.kfdcfish.com and a demand draft of Rs.1000/- as download fee shall be enclosed in Technical Bid.
 - c) Tenders Received without application fee and EMD within the stipulated date will be considered invalid.
- 4.2 Interested eligible Tenderer may obtain further information from KFDC Head Office at Hoige Bazar, Mangalore.

SEAL

SIGNATURE

- 4.3 Detailed Terms And Conditions As Well As The Technical Specifications For All Items As Indicated In The Tender Documents Shall Be The Basis For The Tenderers Bid.
 - 4.4 The KFDC shall not take the responsibility for any delay in receipt of the Tender document if it is sent by post.
 - 4.5 The Tenders shall be opened in the presence of those Tenderers or their authorized representatives who choose to attend at the Head Office of the KFDC, Hoige Bazar, Mangalore on the specified date and time.
 - 4.6 The KFDC, Mangalore at its sole discretion and without assigning any reason thereof reserves the right to accept and/or reject any or all Tenders.
 - 4.7 Each Tenderer shall submit one (1) Tender only.
 - 4.8 The Tender shall remain valid for a period of 30 days or such other extended time as may be mutually agreed till signing of contractual agreement. KFDC reserves the right to reject any Tender, which does not meet this requirement.
5. Interest individual/firm/party shall collect the Tender document by paying an Application Fee of Rs. 1000/- (Excluding Tax of 5.5%) from KFDC, Head Office, Hoige Bazar, Mangalore.

6. TENDER SECURITY/EARNEST MONEY DEPOSIT (EMD)

- 6.1 Each Tender shall be accompanied by EMD of the value mentioned in the Tender Notification **(Rs. 10,000/-)** EMD should be drawn in favor of Managing Director, KFDC LTD., Mangalore and payable at Mangalore.
- 6.2 The form of EMD shall be as mentioned in the Tender Notification.

- 6.3 The EMD of every unsuccessful Tenderer shall be returned within a period of Fifteen (15) days from the date of announcement of the Successful Tenderer.
- 6.4 The EMD shall be forfeited if the Tenderer withdraws his Tender during the interval between the Tender Due Date and till the date of finalization of successful tender.
7. The filled Tender form Should reach **The Managing Director, Karnataka Fisheries Development Corporation Limited, Hoige Bazar, Mangalore - 575001** by hand/post/courier within 15-11-2016 upto 5 P.M
- 7.1 Tenders shall be submitted on or before Tender Due Date, in the manner and form as detailed in this Tender document. Tenders submitted in any other form, shall not be accepted.
- 7.2 KFDC may, in exceptional circumstances, and at its sole discretion, extend the above Tender Due Date by issuing an addendum.
- 7.3 It shall be deemed that by submitting the Tender the Tenderer has:
- 7.3.1 made a complete and careful examination of this Tender document
- 7.3.2 received all relevant information required/requested from KFDC
- 7.3.3 made a complete and careful examination of the various aspects of the **Chilled Fish Export Facility**.
- 7.4 KFDC shall not be liable for any mistake or error on the part of the Tenderer in respect of the above.

- 7.5 At any time prior to the Tender Due Date, KFDC may, for any reason, whether on its own initiative or in response to clarifications requested by any of the Tenderer, modify the Tender document by the issuance of addendum.
8. The submitted Tender documents shall be opened on 18-11-2016, as per the schedule enlisted in Tender Notification at KFDC, Head Office, Hoige Bazar, Mangalore and the **highest PROCESSING FEE quoted tender** shall be allotted for the use of Chilled Fish Export facility.
 9. Successful Tenderer shall make an agreement with KFDC with mutually agreed terms and conditions.
 10. The Successful Tenderer shall pay a security deposit of **Rs.1, 50,000/- (Rupees One Lakh Fifty Thousand only)** through Demand Draft and the same will be returned after 2 months without interest after the completion of Agreement period.
 - 11. The Successful Tenderer shall pay a monthly LICENCE FEE of Rs. 10,000/- from the date of Agreement with the Corporation.**
 12. The monthly LICENCE FEE shall be paid within 10th of next month without fail.
 13. The Tenderer shall quote the **PROCESSING FEE in Rupees per Kg** in the Annexure-I of the Tender Document.
 14. The Successful Tenderer shall comply with proper and legal orders and directions of the local or Public Authorities, LICENSOR and rules and regulations of Central Government Agencies such as MPEDA & EIA and abide by their rules and regulations and pay all fees and charges, which he may be liable.
 15. Minimum quantity process charges i.e 2.5 MT will be charged to the Exporter per month if he fails to export the Chilled Fish from the establishment excluding the months of June & July.

16. The PROCESSING FEE of the Exported quantity shall be paid once for every 15 days based on the Invoices

17. TERMS OF PAYMENT

17.1 The successful Tenderer shall pay monthly License Fee before 10th of succeeding month.

17.2 If any of the installments of the successful Tenderer is not paid and allowed to accumulate 2 installments continuously, he is liable to pay an interest at the rate of 10% per annum from the respective due dates till the date of payment.

17.3 If the successful Tenderer fails to pay License Fee for more than 3 months, he will be issued notice and KFDC reserves the right to terminate the agreement.

18. If the Successful Tenderer fails to export the allotted quantity of chilled fish per day, Corporation shall make provision to export the allowed quantity to other Tenderer on daily basis.

19. All the required **Microbiological Sampling & Testing Fee** shall be paid by the Successful Tenderer during the agreement period.

20. The Analyzed Microbiological report of every consignment/shipment should be submitted within 6 days from shipment day to the KFDC Officials, failing which the Tenderer will disqualified for further Exports and security deposit shall be forfeited.

21. All other Payment if any related to Chilled Fish Export shall be paid by the Successful Tenderer only.

22. KFDC will provide only chilled fish Export facility to the Successful Tenderer with manpower and transport facility if required on mutually agreed conditions.

23. Tenderer should keep the processing premises clean and follow EIA guidelines during the processing activities.
24. Selected Tenderer shall make an agreement with the KFDC in abiding the Terms & Conditions of Chilled Fish Exports as per the Guidelines of Export Inspection Agency-Kochi.
25. Individual Tenderer is allowed to pack and handle quantity of Fresh / Chilled Fish per day as fixed by the licenser
26. The successful Tenderer shall make an Agreement with Niyaz Sea foods or with any EIC/EIA approved Lab for testing Fresh/Chilled Fish samples and hygienic samples for Microbiology Parameters
27. Utilization of Q certificate/Certificate for Exports (CFE) will be with KFDC.
28. The successful Tenderer should bear charges/fees towards Testing of water & ice/maintenance charges.
29. The successful Tenderer is responsible to maintain Waste disposal related issues during the Agreement period.
30. The successful Tenderer should adhere to utilize the allowed Quantity of Chilled Fish to process & packing only.
31. No consignees should be exported without Health Certificate issued by Export Inspection Agency.
32. The successful Tenderer should follow the Regulation of EIA/EIC/MPEDA and fulfill the same.

33. OPENING OF TENDERS AND CLARIFICATIONS

- 33.1 KFDC shall open the Tenders on the date as specified in Tender Notification.

- 33.2 KFDC reserves the right to reject any Tender not submitted on time and/or which does not contain the information/documents as set out in this Tender document.
- 33.3 To facilitate evaluation of Tenders, KFDC may, at its sole discretion, seek any clarifications in writing on any information furnished by the Tenderer in the tender document. The request for such clarification or substantiation and the response shall be in writing or by fax/ email.
- 33.4 No material changes in the substance of the Tender shall be permitted by way of such clarification/ substantiation.
- 33.5 Any conditional Tender shall be regarded as non-responsive and shall be liable for rejection.

34. EVALUATION

- 34.1** The evaluation and comparison of the Tender shall be done for the eligibility criteria and for the technical aspects of the offer by the tender scrutiny committee.
- 34.2** The only eligible Tenders after the evaluation shall be considered for the opening of the Financial Bid.

34.3 TECHNICAL BID – PART I

34.3.1 The Part I Submission of the Tender shall first be checked for meeting Pre Qualification such as eligibility conditions and completeness of tender with reference to EMD, timeliness of submission etc. of the Tenderer.

34.3.2 Those meeting the Part I eligibility and other tender requirements shall be treated as eligible Tenderers for Part II Financial Tender evaluation.

34.4 FINANCIAL BID EVALUATION: Part II Submission

34.4.1 Part II Submission of all the Tenders whose Part I submission meets the requirements and qualifies under the technical evaluation of the Tender shall be taken up for Financial Tender evaluation. The Tenderer shall be required to submit the Financial bid as per the Financial offer format mentioned in Annexure-II

34.4.2 The Financial bid excluding all types of taxes, duties, any other expenses quoted by the Tenderer shall be considered for Financial Tender evaluation.

34.5 Selection Methodology

34.5.1 The Financial Offers of those technically qualified Tenders shall be opened and then ranked in ascending order based on the monthly amount quoted. The Tenderer quoting the highest price being ranked first and the tenderer quoting the second highest ranked as second and so on.

34.5.2 The Tenderer ranked first in accordance with the above procedure shall be declared as the Preferred Tenderer.

34.5.3 KFDC reserves the right to reject any Tender, if:

- a. At any time, a material misrepresentation /suppression of material facts made/ observed or discovered; or
- b. the Tenderer does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Tender. Rejection of a Tender by KFDC as aforesaid shall lead to the disqualification of the Tenderer. If such disqualification / rejection occurs after the Tenders have been opened, the Preferred Tenderer gets disqualified / rejected,

34.5.4 In the event of acceptance of the Preferred Tender with or without negotiations, KFDC shall declare the Preferred Tenderer as the Successful Tenderer. KFDC shall notify the Successful Tenderer through a Office Order that his Tender has been accepted.

34.5.5 The Successful Tenderer shall execute the license Agreement with KFDC within period specified by KFDC on the issue of Office Order or within such further time as may be permitted by KFDC at its sole discretion.

34.5.6 Failure of the Successful Tenderer to comply with the requirements of terms & conditions shall constitute sufficient grounds for the annulment of the Office Order, and forfeiture of the EMD. In such an event, KFDC reserves the right to take any such measures as may be deemed fit in the sole discretion of KFDC, including annulment of the tendering process.

35. Obligations of LICENSORS

LICENSOR agrees to observe, comply and perform the following:

- i. So long as the Successful Tenderer is not in breach of his obligations under this agreement, LICENSOR agrees to the faithful use of the facilities, operation and maintenance of the **“Chilled Fish Export Facility.”** by the Successful Tenderer.
- ii. Enable access of the Successful Tenderer to the site and infrastructure facilities subject to security arrangements of the **“Chilled Fish Export Facility.”**
- iii. Assist the Successful Tenderer if needed in procuring such of the applicable permits as required by law in accordance with and subject to the Successful Tenderer/Bidder complying with applicable laws.
- iv. Assist the Successful Tenderer in obtaining access to all necessary infrastructure facilities and utilities including water, electrical and telecommunication facilities.

36. Rights of LICENSOR

LICENSOR reserve the right to enter the premises and to conduct periodical inspection of functioning of **Chilled Fish Export Facility**.and to make suggestion for improvement.

37. Governing Law

The Successful Tenderer shall abide by all laws, rules and regulations including factories Act, Minimum wages Act, Provident fund Act, Employees' state insurance act, Payment of Bonus Act [including other Labour enactments] etc and all other acts and rules relating to the operation of the above premises, prevailing in the state of Karnataka and Government of India. The Successful Tenderer shall ensure that all the above are taken into account by providing the necessary documentary proof within a month of operation of the plant.

38. Final Authority

Notwithstanding any of the conditions mentioned above, the final authority on any matter connected with the **Chilled Fish Export Facility** vests with the **Managing Director**, Karnataka Fisheries Development Corporation Ltd., Hoige Bazar, Mangalore.

39. . LAWS GOVERNING THE CONTRACT

- i. Any dispute or difference or claim out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof shall be referred and settled under the Arbitration Centre-Karnataka (Domestic & International) Rules 2012 by one or more arbitrators appointed in accordance with its rules and award

passed by the arbitrator shall be binding upon the parties to this agreement

- ii.** Notwithstanding anything contained in this Tender, KFDC reserves the right to accept or reject any tender, or to annul the Tendering process or reject all Tenders, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.

MANAGING DIRECTOR
KFDC LTD, MANGALORE



KARNATAKA FISHERIES DEVELOPMENT CORPORATION LTD.,
(A Government of Karnataka Undertaking)

Regd. Office : Hoige Bazar, Mangalore - 575 001.

✉ E-Mail: kfdcixe@yahoo.com

☎ Phone - (0824)-2421281/82

🌐 Website: www.karnatakafisheries.com

☎ Fax - (0824)-2424560

TENDER NOTIFICATION NO KFDC/CFE/02/2016-17

DATED 28-10-2016

ANNEXURE – I & II

SEAL

SIGNATURE

ANNEXURE-I
TECHNICAL BID

Tender Notification No. & Date	
Name of the Firm/Individual	
Address of the Firm/Individual	
Contact No	Office: Mobile
Email ID	
Import Export Code details	
MPEDA registrations certificate if available	
Document supporting Previous Experience in Exports of Fish & Fishery Products from individual/Firm	
Any other information	

DATE:

PLACE:

Signature
(TENDERER WITH COMPANY SEAL)

SEAL

SIGNATURE

ANNEXURE-I I

FINANCIAL BID

1	Name of the Tenderer	
2	Name of the Company (if applicable)	
3	Address of the Tenderer (Company/ Individual/ Partnership)	
4	Phone Numbers:	Office: Mobile:
5	Fax Numbers:	
6	Email ID for communication:	
7	PAN Number (Company/ Individual/ Firm):	
8	Copy of Incorporation Certificate (In case of Company/Firm):	
10	PROCESSING FEE per Kg. * Note: the minimum processing fee per KG should not be less than Rs. 5/-	Rs. _____/- <u>Rupees in words</u>

DATE:

PLACE:

Signature
(TENDERER WITH COMPANY SEAL)

SEAL

SIGNATURE

SEAL

SIGNATURE