



ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION

(Deemed University)

Panch Marg, Off Yari Road, Versova,

Andheri (West), Mumbai-400061

Tel. No. 022-26361446/7/8, Ext-535/676 /546 Web Site : www.cife.edu.in



File No.:36-29/19-20/EFC/FGB/CELL COUNTER/P/

Dated: 24/07/2019

Notice Inviting E-Tender

Director, ICAR-CIFE, Mumbai invites e-tenders for the “**PURCHASE OF CELL COUNTER FOR FGB DIVISION AT ICAR-CIFE, MUMBAI CENTRE**” through the **website www.eprocure.gov.in** under **Two Bid System** from reputed firms as per Schedule given below:

Tender Details			
1	Tender ID		
2	Start of issue tender Download	24 July 2019	12:00 PM
3	Last date for submission of tender	03 Aug 2019	03:00 PM
4	Pre-Bid Meeting	26 July 2019	03:00 PM
5	Pre-Bid Meeting Place	ICAR-CIFE ,Mumbai	
6	Opening of Technical Bid	05 Aug 2019	11:00 AM
7	Mode of Tender	Open	
8	Tender type	Purchase	
9	Tender category type	Goods (Scientific Equipment)	
10	Type of Bid	<u>Two</u> (Technical & Commercial)	
11	Tender validity	90 Days	
12	EMD Deposited (In Rupees)	Rs.(INR)-2500/-	
13	Security Deposit	10% (Tender Value)	
14	Tender Value (Estimated)	Rs.(INR)1,00,000/-	
15	Location of Supplies	ICAR-CIFE ,MUMBAI	

SENIOR ADMINISTRATIVE OFFICER



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Important Notes:

1. Tender Document can be downloaded from ICAR-CIFE website www.cife.edu.in or from Central Public Procurement Portal www.eprocure.gov.in. Bidders should enroll / register in the e-procurement module of Central Public Procurement Portal through the website: www.eprocure.gov.in. Bidders should also possess a valid DSC for online submission of bids.
2. Bids received on e-tendering portal only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected.
3. The Director ICAR-CIFE, Mumbai reserves the rights to accept / reject any /all tenders in part /full without assigning any reason thereof.
4. ICAR-CIFE will not be responsible for any delay in enrollment/registration as bidder or submitting/uploading the offer on e-tender portal. Hence, bidders are advised to register in e-tendering website www.eprocure.gov.in and enroll their **Digital Signature Certificate** and upload their quotation well in advance.
5. Any changes, corrigendum etc. in respect of this tender shall be issued only through on Central Public Procurement Portal www.eprocure.gov.in. Bidders are therefore requested to regularly visit www.cife.edu.in website/ Central Public Procurement Portal www.eprocure.gov.in. For updates.
6. **Earnest Money Deposit (EMD):** An amount of EMD Rs.2,500/- (Rupees Two Thousand Five Hundred Only). The Demand Draft drawn in favour of "ICAR Unit CIFE" payable at Mumbai Failure to deposit Earnest Money will lead to rejection of tender.

EMD is mandatory if you have exemption certificate of like MSME, NSIC etc.

Note: EMD envelopes should be submitted in sealed envelope super-scribed as **"TENDER OF PURCHASE OF CELL COUNTER FOR FGB DIVISION AT ICAR-CIFE, MUMBAI CENTRE"** and addressed to: The Director, ICAR-Central Institute of Fisheries Education (CIFE), Panch Marg, Off . Yari Road, Versova, Andheri (W), Mumbai-400 061. These envelop having tender fee & EMD should reach on or before last date & time of submission of bid.

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SECTION-I

INSTRUCTIONS TO THE TENDERERS

Dear Sirs,

On behalf of the purchaser (Named in the schedule attached to tender form enclosed), I invite you to tender for the supply of the stores detailed in the said schedule. The conditions of contract, which will govern any contract made, are those contained in the general conditions of contract applicable to the contracts placed by Indian Council of Agricultural Research and the special conditions detailed in the Tender Form (and those attached herewith). If you are in a position to quote for supply in accordance with the requirements stated in the attached schedule, please submit your quotations to this office on the prescribed tender form attached.

1. EARNEST MONEY :

EMD should be enclosed along with the bid in the form of demand draft. In no circumstances; Government Promissory Notes, State Bank Pass Book or Cheque will be received with Tender as Earnest Money.

THE TENDER MAY NOT BE CONSIDERED IF THE EARNEST MONEY RECEIPT IS NOT SENT WITHIN PRESCRIBED TIME LIMIT. No request for transfer of any previous deposit of Earnest Money will be entertained.

It is understood that the tender document has been issued to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting his tender, he will not resale from his offer or modify the terms and condition thereof. Should the tenderer fail to observe and comply with the foregoing stipulation the aforesaid amount will be forfeited to the Central Institute of Fisheries Education. In the event of the offer made by the tenderer not being accepted, the amount of Earnest Money deposited by the tendered will be refunded to him after he has applied for the same in manner prescribed by Indian Council of Agricultural Research/Central Institute of Fisheries Education.

The Earnest Money Deposit of the successful Bidders is likely to be forfeited in case he/she fails to supply the Equipment/Stores or fails to submit Security Deposit as per Supply Order.

The Earnest Money should not on any account fall short of the amount actually required.

2. SECURITY DEPOSIT:

The successful bidder will have to submit 10% of the amount of supply order excluding of Taxes etc. as Security Deposit in form of Bank Guarantee or Demand Draft before supplying the material. The Security Deposit shall be released/ refunded only after successful completion of Guarantee/Warranty period.

ENLISTMENT OF INDIAN AGENTS:



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As per rule 152 of GFR 2017, it is compulsory for Indian agents, who desire to quote directly on behalf of their foreign principals, to get themselves enlisted with the Central Purchase Organization (e.g. DGS&D). However, such enlistment is not equivalent to registration of suppliers as mentioned under Rule 150.

3. PREPARATION OF TENDER:

The Schedule to the tender form should be submitted in prescribed format only.

- (a) The Schedule to the tender form should be returned intact whether you are quoting for any item or not. Pages should not be detached but when items are not being tendered for the corresponding space should be defaced by some such words as "Not quoting"
- (b) In the event of space on the schedule from being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bear the tender Number & be fully signed by the tenderer. In such cases reference to the additional pages must be made in the tender form.
- (c) If any modification of the schedule is considered necessary, tenderer should communicate the same by means of a separate letter sent with the Tender.

4. SIGNING OF TENDER:

- (e) The Tender is liable to be ignored if complete information is not given there in or if the particulars and date (if any)/asked for in the schedule to the Tender are not fully filled in. Specific attention must be paid to delivery dates and also to the General Conditions of the Contract, as the Contract would be governed by them.
- (f) Individual signing the tender or other documents connected with a contract must specify whether he signs as: -
 - a. A sole proprietor of the firm or constituted attorney of such sole proprietor.
 - b. A partner of the firm if it be a partnership, in which case he must have authority to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney.
 - c. Constitute attorney of the firm if it is a company.

Note:

- a) In case of partnership firm the copy of the partnership agreement or general power of attorney in either case attested by a notary public should be furnished unless the same has been previously furnished to Indian Council of Agricultural Research/Central Institute of Fisheries



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Education, or affidavit on stamped paper of all the partners admitting execution of the general power of attorney should be furnished.

- b) In the case of partnership firms where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm.
- c) A person signing the Tender Form or any documents forming part of the contraction behalf of another shall be deemed to warranty that he has authority to bind each other and if on enquiry it appears that the person so signing has no authority to be so the purchaser may without prejudice to other civil and criminal remedies cancel the contract the contract and hold the signatory liable for all cost and damages.
- d) Each page of the tender, schedule to tender and annexure, schedule to tender and annexure, if any should be signed by the tenderer.
- e) Tender form, incomplete in any respect, is liable to be rejected.

PERIOD FOR WHICH OFFER WILL REMAIN OPEN:

- (I) Firms tendering should note that it is desired that their offers should remain open for acceptance for **90 days** from the date of opening of tender, If the firms are unable to keep their offers open for the specified period their tenders are likely to be rejected.

5. PRICES:

- I. (i) The prices quoted MUST BE PER UNIT SHOWN in the schedule and must specify separately all packing and delivery charges. Refunds on account of returnable packages (if any) are to be separately specified. Prices and refund must be clearly shown in figures and words in Indian currency or in foreign currency, if it is imported equipment. Please quote the Indian agents commission if the equipment is imported, which will be paid in Indian Rupees after installation of the equipment. All bank charges outside India will be borne by the tenderer. L.C. amendment charges will be borne by the tenderer.
 - (ii) The price must be stated for each item separately. The percentage of reduction, in the total price for the entire demand should also be quoted, and order to that extent be placed with you.
- II. (i) If it is decided to ask any taxes and other charges as extra, the same must be specifically stated in the absence of any such stipulation it will be presumed that the prices include all such charges and no claim for the same will be entertained.
 - (ii) The price quoted by the tenderer should be exclusive of sales tax (and should be clearly stated to be so), which will be paid by the purchaser, if legally applicable at the rate ruling on the date of supply as specified in the Acceptance of Tender.

Please note CIFE is eligible for payment of custom only at concessional rates and fully exempted from payment of Central Excise Duty as per Govt. Notification No. 51/96-Customs dated 23 July 1996 and No. 10/97-Central Excise dated 01 March 1997 as amended from time



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to time respectively.

- 6. TERMS OF DELIVERY:** The delivery of stores is required by date (s) specified in the schedule to Tender. If however, it is not possible for tenderer to affect delivery by the date (s), you should specify the date by which you can guarantee the delivery in prescribed schedule to the tender.
- 7. PACKING:** Unless a method of packing is medicated in the specification or on the Schedule to the tender form, the method of packing which the contractor proposes to employ must be described in the schedule to Tender Form. Contractors are at liberty to quote for additional alternative sizes and description of packs and these must be described in the schedule to tender.
- 8. RIGHT OF ACCEPTANCE:** This office does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and tenderer shall supply the same at the rate quoted. Tenderer is at liberty to tender for the whole or any portion or to state in the tender that the rate quoted shall apply only if the entire quantity is taken from the tenderer.
- 9. COMMUNICATION OF ACCEPTANCE:** Acceptance by the purchaser will be communicated by email, express letter of acceptance or formal Acceptance of tender. In case where acceptance is communicated by email or express letter, the formal Acceptance of Tender, will be forwarded to tender by registered post as soon as possible; but the instructions contained in the email or express letter should be acted upon immediately.
- 10. RESERVATION OF RIGHT TO ORDER ADDITIONAL QUANTITY:** The purchaser reserves the right to place order on the successful tenderer for additional quantity (upto 25%) of the quantity offered by them at the rate quoted. Tenderers are bound to accept the same, if placed on them, within six months from the date of issue of acceptance of Tender.
- 11. PRE-INSPECTION OF STORES BY THE SUPPLIER:** In case a contract is placed on you as a result of this tender, you should satisfy yourself that the stores are in accordance with the terms of the contracts and fully confirm to the required specifications by carrying out thorough pre-inspection, such precaution on your part should minimize the chance of rejection in inspection and the consequences thereof.

SECTION –II GENERAL CONDITIONS OF CONTRACT



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1. DEFINITIONS and interpretations:

- (1) In the contract the general and special conditions governing it, unless the context Otherwise requires: -
 - (a) "Acceptance of tender" means the letter of memorandum communication to the contractor about the acceptance of his tender and includes an advance acceptance of his tender.
 - (b) "Consignee" mean the persons to whom the stores are required by the acceptance of tender to be delivered in the manner therein specified.
 - (c) "Contract" means the invitation to tender; instructions to tenders, tenders tender acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and also includes a repeat order which has been accepted or acted upon by the contractor.
 - (d) "Contractor" means the person with whom the contract is made and includes his heirs. Executor's administrators or successors and permitted assignees, as the case may be.
 - (e) "Drawing" means the drawing or drawings specified in or annexed to the Schedule or Specification.
 - (f) "Council" means the Indian Council of Agricultural Research New Delhi under its administrative control.
 - (g) "Inspector" means the person specified in the contract for the purpose of inspection of stores of work under the contract and includes his authorized representative.
 - (h) "Material" means anything used in the manufacture or fabrication of the stores.
 - (i) Particulars include :-
 - (i) Technical specifications
 - (ii) Drawing
 - (iii) Pattern bearing the seal and signature of the inspector (hereinafter called the sealed pattern) which shall include also a certified copy thereof sealed by the purchaser for the guidance of the inspector.
 - (iv) Sample sealed by the purchaser for the guidance of the inspector (hereinafter called the certified sample) which shall include a certified copy there of sealed by the purchaser for the



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guidance of the guidance of the inspector;

- (v) Trade pattern, that is to say a pattern, stores conforming to which are obtainable in the open market & which denoted a standard of the Indian Standards Institute or other standardizing authority or a general standard of the industry;
- (vi) Proprietary mark or brand means the mark or brand of a product which is owned by an industrial firm;
- (vii) Any other details governing the construction, manufacture or supply of stores as may be prescribed by contract;
- (j) "Purchase officer" means the officer signing the acceptance of tender & includes any officer who has authority to execute the relevant contract on behalf of the Purchaser ;
- (k) "Purchaser" means the purchaser named in the Schedule of acceptance to the tender & includes his successor or assignees;
- (l) (i) "Secretary" means the Secretary of Indian Council of Agricultural Research & includes any other officer of the Council or of any other body, Institution or Organization under the Administrative Control of the Council who has been authorized for the time being to execute relevant contracts relating to purchase of stores on behalf of the purchaser.
(ii) Director means the Director of ICAR-Central Institute of Fisheries Education, Versova, Mumbai, India.
- (m) "Schedule" means the Schedule annexed to the acceptance of tender.
- (n) "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof.
- (o) "Site" means the place specified in the Schedule at which any work is required to be executed by the contractor under the contract or another place approved by the Secretary/ Director for the purpose.
- (p) "Stores" means the goods specified in the schedule which the contractor has agreed to supply under the Contract.
- (q) "Supply order" means an order for supply of stores & includes an order for performance or service.
- (r) "Test" means such test as is prescribed by the particulars or confided necessary by the Inspector, whether performed or made by the Inspector or any agency acting under the direction of the Inspector.
- (s) "Unit" & "quantity" means the unit & quantity specified in the schedule



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- (t) 'Writing' includes matter either in whole or in part, in manuscript, typewritten lithographed, cyclostyled, or printed, or under or over signature or seal as the case may be;
- (u) The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval of the Inspector to :-
- (i) The consignee at his premises or.
 - (ii) The consignee at the destination station in case of contracts stipulating for delivery of stores at destination station.
- (v) Words in the singular include the plural & Vice-Versa.
- (w) Words importing the masculine gender shall be taken to include the feminine gender & word Importing persons shall include any company or association or body of individuals, whether incorporated or not.
- (x) The heading of these conditions shall not affect the interpretation or construction thereof.
- (y) Terms & expression not herein defined shall have the meaning assigned to them in the sale of Good Act, 1930 or the Indian Contract Act. 1872 or the General clause Act 1897, as the case may be.

2. (a) PARTIES:

The parties to the contract are the contractor and the purchaser, named in the schedule.

(b) AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF THE CONTRACTOR:

A person signing the tender or any other documents in respect of the contract on behalf of the contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that person so signing has no authority to do so. The Director may without prejudice to any other right on remedy of the purchaser cancel the contract and make or authorize the making or purchase of the stores at the risk and cost of such person and hold such person liable to purchaser of all costs and damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchase. The provisions of clause 14 shall apply to every such purchase as for as applicable.

(c) ADDRESS OF THE CONTRACTOR AND NOTICES AND COMMUNICATION ON BEHALF OF THE PURCHASER:

- (i) For all purposes of the contract, including arbitration there under, the address of the contractor mentioned in the tender shall be the address to which all communications addressed to the contractor shall be sent, unless the contractor has notified a change by a



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separate letter containing no other communication and sent by registered post acknowledgment due to the Director, CIFE. The contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid

(ii) Any communication or notice on behalf of the purchaser in relaxation to the contract may be issued to the contractor by purchase officer and all such communications and notices may be served on the contractor either by registered post or under certificate if posting or by ordinary post or by hand delivery at the option of such officer.

3. AUTHORITY OF THE SECRETARY/DIRECTOR:

For all-purpose of the contract including arbitration proceedings there under, the Secretary ICAR / Director CIFE shall be entitled to exercise all rights and powers to the purchaser.

4. RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT:

- i. Risk in the stores: - The contractor shall perform the contract in all respects in accordance with the terms and condition thereof. The stores and every constituent part thereof, whether in the possession or control of the contractor, his agents or servants and the purchaser his agents or servants shall remain in every respect at the risk of the contractor until their actual delivery to the consignee/person specified in the schedule at stipulated place or destination. The contractor shall be responsive for all loss, destruction damage or deterioration of or the stores from any cause whatsoever while the stores after approval by the Inspector are awaiting dispatch or delivery or are in the course of transit from the contractor to the consignee/person named in the Schedule. The contractor shall alone be entitled and responsible to make claims against a railway administration or other carrier in respect or non-delivery, miss-delivery, destruction, damage or deterioration of the goods entrusted to such carrier by the contractor for transmission to the consignee.
- ii. Consignee's right of rejection :- Notwithstanding any approval which the inspector may have given in respect of the store or any materials or the contract (whether with or without any test carried out by the contractor or Inspector or under the direction of the Inspector) it shall be lawful for consignee, to reject the stores or any art, portion or Consignment thereof within a reasonable time acute; devour thereof to him at the place or destination specified in the contract if such stores or part, portion or consignment thereof is any less, deterioration or damage before dispatch or delivery or during transit or/otherwise howsoever,

The provision contained in clause 17 relating to the removal of stores rejected by the purchaser's Representative shall MUTATIS MUTANDIS; apply to stores rejected by the consignee as herein provided.

iii. (a) SUBLETTING AND ASSIGNMENT:

The contractor shall not, save with the previous consent in writing of the Secretary /Director, Sublet, transfer of assign the contractor or any part there of or interest therein or benefit or advantage



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thereof in any manner whatsoever, provided, nevertheless that any such consent shall not relieve the contractor any obligation, duty or responsibility under the contract.

(b) CHANGE IN A FIRM:

(i) Where the contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Secretary/Director which may be granted only upon acceptance of a written undertaking by the new partner to perform the contract & accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.

(ii) On the date of retirement of any partner of the contractor firm before complete performance of contract the Secretary/Director may at his option cancel the contract and in such case the contractor shall have no claim whatsoever to compensation against the purchaser.

(iii) If the contract is not determined as provided in sub clause (ii) above not with standing the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the partnership Act has been sent by him to the Director High Security Central Institute of Fisheries Education.

(c) CONSEQUENCE OF BREACH:

Should the contractor or a partner in the contractor's firm commit breach of either of the conditions (a) or (b) (i) of this sub-clause, it shall be lawful for the Secretary/Director to cancel to contract & purchase or authorize the purchase of the stores at the risk & cost the contractor & in that event the provisions of clause 14 shall as for as applicable, apply.

(d) THE DECISION OF THE SECRETARY ICAR:

Director, CIFE to any matter or thing concerning or arising out of this sub-clause or on and any question whether the contractor or any partner or the contractor firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the Contractor.

5. USE OF RAW MATERIALS SECURED WITH COUNCIL'S ASSISTANCE:

- A. Where any raw material for the execution of the contract is procured with the assistance of the Council by purchase or under arrangement made or permit, license, quote certificate or release



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order issued by or on behalf or under authority from the Council or by any officer empowered in that behalf by law or is issued from Council's stock and where advance payment are made to the contractor to enable him to purchase such raw materials for the execution of the contract, the contractor:-

- (i) Shall hold such materials as trustee for the Council.
 - (ii) Shall use such material economically and solely for the purpose of contract.
 - (iii) Shall not dispose of the same without the previous permission in writing of the Secretary/Director; and
 - (iv) Shall tender due account of such material and return to the Council at such place as the Secretary/Director may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever.
- B. Where the contract is terminated due to any default on the part of the contractor the contractor shall pay all transport charges incurred for returning any material up to such destination as may be determined by the Secretary/Director and the decision of the Secretary/Director in that behalf shall be final and binding on the contractor.
- C. If the contractor commits breach of any of the conditions in this clause specified he shall without prejudice to any other liability; penal or otherwise be liable to account to the Council/ CIFE for all moneys advantages or profits accruing from or which in the usual course would have accrued to him by reason of such breach.
- D. Where the stores manufactured or fabricated by the Contractor out of the materials arranged or procured by or on behalf of the Council / CIFE, pay to the Council / CIFE, on demand the cost price or market value of such materials whichever is greater.

(6) QUOTATIONS OR RATES BY CONTRACTORS:

(I) The price quoted by the contractor shall not be higher than the controlled price fixed by law for the stores or where there is no controlled price, save for special reasons stated in the tender, be higher than the price usually charged by the contractor for stores of the same nature, class or description to a private purchaser.

(II) In the price quoted higher than the controlled price or where there is no controlled price, the price usually charged by the contractor for private purchase for the stores of the same nature class or description, the contractor will specially mention this fact in his tender giving reason for quoting



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higher price (s). If he fails, to do or make any misstatement, it shall be lawful for the Secretary/Director:- (i) to revise the price at any stage so as to bring it in conformity with sub clause (I) above, or (ii) to terminate the contract and purchase stores at risk and the cost of the contractor and in that event the provision of clause 14 shall apply as for as applicable if the contractor has failed to deliver the stores within the period fixed.

(7) CORRUPT PRACTICES:

(i) The contractors shall not offer or give or agree to give to any person in the employment of the purchaser or working under the order of the Secretary/Director any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or airborne to do any act in relation to the obtaining or execution of the contract or another contract with the Council/CIFE (ICAR) Mumbai or for showing or for beating to show favour or disfavor to any person in relation to the contract or any other contract with Council/CIFE (ICAR) Mumbai. Any breach of the aforesaid condition by the contractor, or any one employed by him or acting on his behalf (whether with or without knowledge of the contractor) or the Commission of any offence by the contractor or by any one employed by him or acting on his behalf under Chapter IX of the India Penal Code. 1860 or the Prevention of Corruption Act, 1974 or any other Act enacted for the prevention of corruption by public servants shall entitle the Secretary/Director to cancel the contract and all or any loss arising from such cancellation in accordance with the provisions of Clause 14.

(ii) Any dispute of deference in respect of either the interpretation effect or application of the above condition or of the amount recoverable there under by the purchaser from contractor shall be decided by the Director General, Indian Council of Agricultural Research or his nominee whose decision thereon shall be final & binding on the contractor.

(8) INSOLVENCY AND BREACH OF CONTRACT:

The Secretary/Director may at any time, by notice in writing, summarily terminate the contract without compensation to the contractor in any of the following events that is to say: -

(i) If the contractor benign individual or if a firm any partner thereof, shall at any time be adjusted in-solvency or shall have a receiving order or order or order for administration of his estimate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effect or enter into any arrangement of his effect or enter into any arrangement or composition with his credits or suspend payment or, if the may be dissolved under the partnership Act, or

(ii) It the contractor being a company is wound up voluntarily or by the order of a court or a Receiver, liquidator or Manager on behalf of the Debenture holders in appointed or circumstances



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shall have arisen which entitled the court or Debenture holders to appoint a Receiver, liquidator or Manager, or

(iii) If the contractor commits any breach of the contract not herein specifically provided for: - Provided always that such determination shall not prejudice any right action or remedy which shall have accrued or shall accrue thereafter to the purchaser for any extra expenditure is thereby put to, the contractor shall under no circumstances be entitled to any gain on repurchase.

(9) ARBITRATION :

In the event of any question, dispute to deference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matters the decision of which is specially provided for by these or special conditions) the same shall be referred to the sole arbitration of an officer appointed to be the arbitrator by the Secretary Indian Council of Agricultural Research. It will be no objection that the arbitrator is a Govt. Servant/Council's Servant that had to deal with the matters to which the contract relates or that in the course of his duties as a Govt. Servant/Council's Servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final & binding on the parties to this contract.

In the event of the arbitrator dying, neglecting or refusing to act, or resigning being unable to act for any reason, or his award being set aside by the Court for any reason, it shall be lawful for the Secretary Indian Council of Agricultural Research to appoint another in place of the out-going arbitrator the manner aforesaid.

It is the further a term of this contract that no person other than the person appointed by the Secretary Indian Council of Agricultural Research as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to arbitrator at all.

The arbitrator may from time with the consent of all the parties to the contract enlarge the time for making the award.

Upon every and any such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.

Subject as aforesaid, the Arbitration Act. 1940 and the rules there under and any statutory modification thereof for time being in force shall be deemed to apply to the arbitrator proceedings under the clause.

Work under to contract shall, if reasonably possible, continue during the arbitration proceedings and in payment due to or payable by the purchaser shall be withheld on account of such proceedings.

The venue of arbitration shall be the place from which the acceptance note is issued or such other place as the arbitrator at his desecration may determine. In this clause the expression the "Secretary, Indian Council of Agricultural Research" means the Secretary, Indian Council of



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Agricultural Research for the time being & includes, if there be no Secretary, Indian Council of Agricultural Research, the officer who is for the time being the administrative head of the Indian Council of Agricultural Research whether in addition to other functions or otherwise.

SPECIAL INSTRUCTIONS:

- (1) Purchaser: Central Institute of Fisheries Education, Versova, Mumbai India.
- (2) The stores are required by (time indicated in supply order). Please quote earliest possible guaranteed date by which you can offer supply.
- (3) Consignee : The Director, (CIFE) Mumbai
- (4) The tender must quote clear delivery terms indicating F.O.B. (Free on Board) F.A.S. (Free at ship port of export for imported stores & CIP destination/delivery at site/F.O.R. destination for indigenous as applicable. Incomplete tender is liable to be ignored.
- (5) Conditions of contract as contained in Special/General conditions of contract & Schedule and annexure to the tender attached herewith.
- (6) Tenders are bound to accept order for additional quantity (up to 25%) at the rate quoted only if order is placed on them within six months from the date of issue of Acceptance of Tender.
- (7) In case the tender wants to furnish in separate covering letter any additional information particulars or quote conditions (e. g. those relating to allowance discount, rebate etc.) which cannot be accommodated in the tender form an indication to that effect should be given in the tender form by means of note. In the absence of such indication in the tender form, the contents of the covering letter will be ignored in consideration of tender.
- (8) Firms tendering should note that it is desired that their offers should remain open for acceptance for 90 days from the date of opening of tender, If the firms are unable to keep their offers open for the specified period their tenders are likely to be rejected
- (9) Unattested amended figures overwritten figure will not be considered.
- (10) (a) Where there is provision for payment of GST, it will only be paid if GST registration number is specifically mentioned on the bill/invoice.
(b) Photostat Copy, duly attested, of the GST declaration to the effect that firm is registered under the GSTN, and
(c) GST Returns Form (if applicable) should be attached along with each bill or supply; otherwise the purchase tax as may be applicable, will be deducted from each bill of supply.

If the above requirement are not fulfilled and Photostat copy of registration certificate issued by the



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sales- tax Dept. is not attached with the tender form may not be accepted even though the rates may be the lowest.

MANUFACTURES NAME THEIR TRADE MARK AND BRAND, IF ANY, SHOULD INVARIABLY BE MENTIONED IN THE TENDER ILLUSTRATED LEAFLETS GIVING TECHNICAL PARTICULARS, OPERATION MANUAL ETC, SHOULD BESENT ALONGWITH THE TENDER TO FACILITATE CONSIDERATION OF OFFER.



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SECTION –III
CONDITIONS OF CONTRACT.

1. Printed on cyclostyled or such terms & conditions of the tendering firms not appearing in the body of the tender, will not be considered as forming part of their tender. Tendering firms should, quote on the basis of the conditions of contract applicable. Tendering Firms should specifically mention the deviations therefrom, if any, from the conditions of the contract.
2. The Price should be inclusive of any Indian duties, other taxed and transportation, insurance local costs incidental to delivery, installation, demonstration and onsite training of the goods.
3. The supplier should provide the service manual, user manual and guarantee /warranty card along with the equipment, which should handed over the Indenter/receiver at the installation for the same.
4. No advance payment will be made under any circumstances.
5. **PRICES :**
 - a) Prices must be in terms of new coinage system, via Rupees and Paise.
 - b) The unit prices should be for the same units indicated in the schedule to tender inquiry and not any other unit.
 - c) Prices quoted should be invariable for delivery Station of Destination in India & exclusive of charge as packing forwarding, freight insurance, excise custom, duty wherever applicable, which should be indicated separately in clear terms in the BoQ.
 - d) GST: As per the Notification No.45-Central Tax (Rate) dated 14-11-2017 of the Ministry of finance for GST concession, the rate of CGST has been reduced to 2.5%. That implies the total GST (CGST+SGST) will be calculated @5% for the institutes/Organizations who have registered with DSIR. So, please quote accordingly. The required undertaking, Certificate about “Use of the product only for our research purpose” will be submitted along with the DSIR registration certificate at the time of order. If you are quoting with higher GST, then you are responsible for not becoming the L1 bidder (Don't included the GST amount in BOQ (Commercial Bid).
 - e) Amount should be quoted excluding GST amount



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6. CUSTOMS DUTY:

- a. For imported stores offered against forward delivery, the tenderers shall quote price thereto exclusive of custom duty. **The quotation shall specify the Price etc. and other incidental charges & the Custom Duty payable.** They will also indicate correctly the rate of custom duty applicable along with Indian Customers Tariff number.
- b. In cases where all the tenderers have quoted only for imported stores against forward delivery the tenders will be on prices exclusive of custom duty. In such cases, the amount of Custom duty as legally applicable calculated with reference to the tariff value of the stores declared by the tenderers in their tender, but not exceeding the actually paid, will be reimbursed to the successful tenderer.
- c. Customs Duty actually paid, not exceeding the amount legally applicable, will be provisionally reimbursed to the successful tender to the extent of 90% on production of relevant document (bill of entry etc.) along with advance payment of 90% that may be stipulated in contract provided that the said imported stores are delivered in full or before the date quoted in the contract and accepted by the Council/CIFE MUMBAI in case of delay in the delivery thereof, only 90% of the Customs duty as defined above will be subject to final adjustment on satisfactory completion of the supply stipulated in the contract, It is a specific condition of this Tender Inquiry that any increase in customs duty payable or paid by the successful tender due to the delivery of the said imported stores or part thereof alter the date of delivery stipulated in the contract shall not be reimbursed.
- d. If the purchaser is of the opinion that the Custom Duty has been wrongly assessed either because of wrong classification or any reason whatsoever, the supplier shall be bound at the request of the purchaser to pursue all legal remedies to challenge that assessment at the suppliers cost. If, as a result of such proceedings a refund is obtained, it shall be deposited forthwith by the supplier with the Director, CIFE Mumbai, India.

7. TRANSIT INSURANCE.

The purchaser will pay separately for transit insurance, in case of imported equipments only. The supplier will ensure that the entire stores contracted for arrive in good condition at destination.

The consignee will, as soon as possible, but not later than 30 days of the date of arrival of stores at destination, notify the supplier of any loss or damage to the stores that may have incurred during transit.

5. PRICE PREFERENCE FOR EARLIER DELIVERY :

It should be noted that if a contract is placed on a higher tender as a result of this invitation to tender in preference to the lowest acceptable offer in consideration offer earlier delivery the supplier will be liable to pay to the Council / CIFE Versova Mumbai the difference between the contract rate & that of the lowest acceptable tender on the basis of F.O.R., destination including all elements of freight, GST taxes, & other incidentals in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and



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incorporated in the contract. This is in addition to & without prejudice to other right under the terms of the contract.

6. PAYMENT TERMS:

- a. For Domestic/ Indigenous goods /stores not requiring, installation & Commissioning, 100% payment shall be released on receipt and acceptance of goods
- b. For Imported Goods where installation, erection and commission are not the responsibility of the supplier 100% net CIF price shall be released against invoice, shipping documentations, inspection certificate (Where applicable), manufacturer test certificate etc. Cases where installation, erection and commissioning are the responsibility of the supplier 90% net CIF Price will be released against invoice inspection certificate (Where applicable), shipping documents etc. and balance after 21-30 days of successful installation and commissioning at the site and accepted by CIFE/ICAR.
- c. If payment is desired to be made to the Suppliers Bankers or other parties, the endorsement must be completed in the bill form & signed separately. & the word self-scored out in addition a power of attorney or transfer deed will be necessary in such cases conferring authority on the Bankers or the party concerned to receive payment on behalf of the contractor.
- d. For goods which are imported payment will be made by establishing irrevocable letter of credit (L/C) through S.B.I.Trade Finance CPC, Plot No. B 1 MIDC Industrial Area, Central Road, Andheri (E), Mumbai Maharashtra, PIN 400093, Or by Wire Transfer, after receiving material or proof of dispatching the consignment (i.e. Bill of lading/Airways bill, Packaging list, etc.) In no case payment in advance will be made.

7. GUARANTEE/ WARRANTY:

The tenderers shall furnish along with their quotations the under noted guarantee/warranty.

- a. Guarantee that they will supply spare parts if & when required on the agreed basis of or an agreed price. The agreed basis could be an agreed discount on the published catalogues or on agreed percentage of profit on the landed cost.
- b. Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the purchaser of the equipment so that the latter may undertake the balance of the life requirements.
- c. The warranty to the effect that they will make available operation manual (s), the blueprints or drawings of the equipment/spares, if any, when required in connection with the main equipment.
- d. The contractor shall furnish the following warranty in case contract is placed on him :-



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The contractor/seller hereby declares that the good/store, articles sold to the buyer under this contract shall be of the best quality & workmanship & shall be strictly in accordance with the specification & particulars contained/ mentioned in the clause 8 of general conditions of contract applicable to contracts placed by the ICAR or Research Instt. Under it & sub-clause hear & the contractor/seller hereby guarantees that the said goods/stores/articles would continue to confirm to the description & quality aforesaid for a period of one year from the date of delivery of the said goods/stores/articles to the purchaser & that notwithstanding the facts that the Purchaser(Inspector may have inspected and/or approved the said good/stores/articles, if during the aforesaid period of one year the said good/stores/articles be discovered not to confirm to the description quality. On such rejection the good/articles/store will be at the seller's risk & all the provision herein contained relating to rejections of goods etc. shall apply the contractor/ seller shall if so be called upon to replace within a period as may be extended from time to time by the purchaser in his discretion on an application made thereof by the purchaser & in such an event the above mentioned warranty period shall apply to goods/stores/articles replaced from the date of replacement thereof otherwise the contractor/seller shall pay to the purchaser such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contain prejudice any other right of the purchaser in that behalf this contract or otherwise.

8. JURISDICTION:

All questions disputes or difference under, out of or in connection with the contract if concluded shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction the place which the Acceptance of Tender is issued, is situated i.e. Mumbai.

SECTION-IV
TECHNICAL & BILL OF QUANTITIES (FINANCIAL BID)

A) TECHNICAL BID

The Online bids (complete in all respect) must be uploaded online in Two Covers as explained below-

COVER – I- Technical Bid (Following documents to be provided as PDF file)			
Sl. No.	Documents	Content	File types
1	Technical Bid	Scan copy of PAN and GST Registration Documents	PDF
2		Scan copy of Earnest Money Deposit by way of Demand Draft	PDF
3		Scan copy of certificate for EMD exemption, if claiming.	PDF
4		Scan copy of ITR last three years	PDF
5		Scan copy of Balance sheet last three(3) years //(Certified by CA)	PDF
6		Scan copy of Experience Certificate	PDF
7		Scan copy of Clients List	PDF
8		Scan copy of Authorization Certificate	PDF
9		Scan copy of Annexure I, II, III and IV	PDF
10		Scan copy of other documents	PDF
COVER – II - Commercial bid (Following document to be providing as Excel file)			
1	Financial Bid	Price bid (BOQ) to be filled in Excel format	.XLS

All the documents and BOQ has to be digitally signed by the bidder.

B) FINANCIAL BID

Note:

- (1) Before quoting the item wise amount, the bidders are instructed to read the details of technical specification to be executed as mentioned in tender document.
- (2) GST: As per the Notification No.45-Central Tax (Rate) dated 14-11-2017 of the Ministry of finance for GST concession, the rate of CGST has been reduced to 2.5%. That implies the total GST (CGST+SGST) will be calculated @5% for the institutes/Organizations who have registered with DSIR. So, please quote accordingly. The required undertaking, Certificate about "Use of the product only for our research purpose" will be submitted along with the DSIR registration certificate at the time of order. If you are quoting with higher GST, then you are responsible for not becoming the L1 bidder
- (3) The Director ICAR-CIFE, Mumbai reserves the rights to increase or decrease quantity of Models number in part /full without assigning any reason thereof.

AN UNDERTAKING TO BE SIGNED BY THE CONTRACTORS

TO

**THE DIRECTOR
CENTRAL INSTITUTE OF FISHERIES EDUCATION
(DEEMED UNIVERSITY, ICAR)
SEVEN BUNGLOWS, VERSOVA, ANDHERI (W)
MUMBAI-400 061**

Dear Sir,

1. I/We understood the instruction to Tender document, Mode of Payment, Annexure & Conditions of Contract included in General Conditions of Contract covering contracts placed by the Indian Council of Agricultural Research & research Institutes under it & in the Special Conditions of contract & have thoroughly examined the specification drawing & /or pattern quoted in the schedule thereof & /are fully aware of the nature of the stores required & my/our offer is to supply stores strictly in accordance with the requirements.
2. If our tender is accepted, we will furnish the Security Deposit as per the terms and conditions mentioned in the Tender Document.
3. Unless and until an agreement is prepared and executed, the tender together with your written acceptance thereof, shall constitute a binding Contract between us, but without prejudice to your right to withdraw such acceptance.
4. We understand that you are not bound to accept the lowest or any tender you may receive.
5. We hereby agree and accept all the terms and conditions mentioned in the tender document. We also agree to abide by and fulfill all the terms and provisions of the conditions of the contracts.

**Date:
tenderer)**

(Signature of the

(Stamp)

DETAILS OF COMPANY ADDRESS, BANK, TENDER FEE & EMD, CONTACT FOR CO-ORDINATOR**A. Company Address Details:**

Name of the Company	:	
Address	:	
Pin Code	:	
State	:	
Phone No.	:	
Fax No.	:	
Email ID.	:	

B. Bank Details:

Bank Name	:	
Branch Name	:	
Branch Address	:	
Branch Code	:	
Account Number	:	
IFSC Code	:	
MICR No.	:	

C. Contact Person for Co-ordinator:

Name of Person	:	
Designation	:	
Contact No.	:	
Email ID	:	

(SIGNATURE OF THE TENDERER)

A) DETAILS OF EMD AND TENDER FEE AS PER EQUIPMENTS

Sr.No	Particular of Equipments	Qty	Tender Value (Estimated)	Security Deposited	Tender fees (Rs.)	EMD (Rs.)
1	CELL COUNTER	1	1,00,000/-	10%	-----	2,500/-

B) Bank details of EMD and Tender Fee

Sr. No	Particular of Equipment	Tender Fees(Rs)			EMD(Rs.)			
		Bank Name	DD No	DD Date	EMD Amt.(Rs)	Bank Name	DD No	DD Date
1	CELL COUNTER							

C) Authorization Certificate Details:

Sr.No	Particular of Equipments	Are you applied in equipment? (Yes/No)	Do you Have Authorization Certificate(Y/N)	If Yes, Please mentioned the details of name.
1	CELL COUNTER			

(SIGNATURE OF THE TENDERER)

ANNEXURE TO SCHEDULE TO TENDER

NOTE :

- a. Tenderers must give Specific Answers against each of the following questions. Write N/A if questions are Not Applicable.**
- b. Tenders containing equivocal or evasive replies will not be considered.**

1. Tenderers should furnish a clear declaration as follows:

I/We declare that I am/we are: - (Please mark accordingly)

- Manufactures
- Manufacture's authorized agents.
- Holders in stock of the stores tendered for

2. Whether stores offered conform to particulars quoted in the schedule:
(Yes/No)

If not, details of deviations must be stated here:

3. Item Details:

(a) Brand :

(b) Name & Address of manufacture :

(c) Station of manufacturer :

4. Guaranteed date by which delivery can be completed. :

5. Packing that is proposed to be employed :

Whether specification packing will be adhered to :
(Yes/No)

6. Whether sample submitted : _____ (Yes/No)

7. Stock in hand at the present time, consist of :

a. (Held by us : _____)

b. Held by M/S _____ over which

we have secured an option

c. **Stock enrouted to India** :

d. **If the stores offered are manufactured in India whether all the raw materials, components etc., used in their manufacture are also produced in India _____ (Y/N)**

(If not, give details of materials components, etc. that are imported and their countries of origin)

A clear up of the indigenous and imported components together with their value and the proportion it bears to the total value of the stores should also be given.

8. Raw materials are held in stock sufficient for the manufacture of

9. (a) State specifically whether the price tendered by you is to the best of your knowledge and

belief, not more than the price usually charged by you for the stores of the same nature, class or description to any private purchaser domestic or foreign, as well as purchaser Government, Autonomous Organization etc. **(Yes/No)**

If not, state the reason thereof and also indicates the margin difference.

(b) In respect of indigenous stores for which there is controlled price fixed by law, the price quoted is not higher than the controlled price. **(Yes/No)**

If the price quoted **exceeds** the control price the **reason** thereof shall be specifically stated

10. Business name constitution of tendering firm registered under :-

a. The Indian companies Act 1956 :

b. The Indian Partnership Act 1932 (Please give the names of parties):

c. Any Act, if not, who are the owners (Please give full names)

11. Do you agree to the arbitration clause stipulated? (Your acceptance or not acceptance on this clause will not influence the decision of the tender. It should however, be noted that an omission to answer the above question will be deemed as an acceptance of the clause)_____ **(Yes/No)**

(FOR PARTNERSHIP FIRMS WHETHER REGISTERED OR NOT REGISTERED UNDER INDIAN PARTNERSHIP ACT 1932)

Should the answer to this question by a partnership firm be in the affirmative, Please state further:

(a) Whether by the partnership agreement authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender _____ **(Yes/No)**.

(b) **If the answer to (a) is in the negative,** whether is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration **(Yes/No)**.

(c) If the answer to either (a) or (b) is in the affirmative, have you already furnished a copy of either the partnership agreement or the general power of attorneys the case may be to CIFE (ICAR) Mumbai. _____ **Yes/No)**

Please quote the reference to the communication by which this was done/enclose a duly signed and stamped copy of the same.

Note.:

- a. If of neither the partnership agreement nor the general power of attorney has previously been furnished to the CIFE (ICAR) Mumbai, please attach to the tendered copy of other documents on which reliance is placed for authority of partner or the partner or the partners signing the tender to refer disputes to arbitration.
- b. **The copy should be attested by a notary public or its execution should be admitted by affidavit on a properly stamped paper by all the partners.**
- c. If-Where authority to arbitration has not been given to the partner signing, the tender must be signed by every partner of the firm.

12. For Manufacturing Firms

- a. Installed capacity
- b. Working capacity
- c. Existing load
- d. What portion of your capacity are you prepared to reserve and allocate to

this Rate Contract?

13. For Sole Agents/Stockist

- a. Present Stock :
- b. Column of order (including Government and others) pending with you at present :
- c. Rate of Issue :

Date_____

(Signature of Tenderer)

Technical Specifications (CELL COUNTER)

- An automated bench top counter, designed to measure cell count and viability (live/dead/total cells) accurately and precisely
- LCD touch screen for display
- Enough data storage capacity and capable of exporting data via USB flash drive
- Standard format for capturing image
- Measuring range should be more than 1×10^4 cell/mL
- Cell size range should be 5~60 μm
- In-built data analyzer software
- Standard trypan blue staining technique
- Instrument should be certified by an appropriate agency for manufacturing and performance
- Purchase order from 5 reputed national institutes