



ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION
(Deemed University), Indian Council of Agricultural Research
PanchMarg, Off Yari Road, Versova, Andheri (West), Mumbai-
400061 Tel. No. 022-26361446/7/8, Fax No. 022-26361573
Web Site www.cife.edu.in



File No.: 61(48)/2017-18/WS/Vehicle Contract

Dated: 6. 12. 2018

Notice Inviting E-Tender

Director, ICAR-CIFE, Mumbai invites e-tenders for the **“TENDER HIRIING OF VEHICLES FOR CIFE,MUMBAI”** through the **website www.eprocure.gov.in** under **Single Bid System** from reputed firms as per Schedule given below:

Tender Details		
1	Tender ID	
2	Start of issue tender Download	-06.12.2018 05:00 PM
3	Last date for submission of tender	-26.12.2018 12:00 PM
4	Pre-Bid Meeting	-13.12.2018 03:00PM
5	Pre-Bid Meeting Place	-ICAR-CIFE,Mumbai
6	Opening of Technical Bid	-27.12.2018 12:00 AM
7	Mode of Tender	Open
8	Tender type	Services
9	Tender category type	Services
10	Type of Bid	Single (Technical & Commercial)
11	Tender validity	90 Days
12	Tender fee (In Rupees)	Rs.(INR)-1,000/-
13	EMD Deposited (In Rupees)	Rs.(INR)-2500/-
14	Location of Supplies	ICAR-CIFE ,MUMBAI

Sd/-

SENIOR ADMINISTRATIVE OFFICER

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. **Tender Fee:** The bidder should submit a demand draft of Rs.1000 towards non-refundable tender fee, drawn in favour of "ICAR Unit CIFE" payable at Mumbai .The tender will not be considered without receipt of Tender Fee by way of original Demand Draft. Tender fee is mandatory if you have exemption certificate of like MSME, NSIC etc.
- 7 **Earnest Money Deposit (EMD):** An amount of EMD Rs.2500/-(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.

Note: Both Tender fee & EMD envelops should be submitted in sealed envelope super-scribed as **"TENDER FOR HIRING OF VEHICLES FOR ICAR-CIFE, MUMBAI"** 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.

Sd/-

SENIOR ADMINISTRATIVE OFFICER



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SECTION-I

INSTRUCTIONS TO THE TENDERERS

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. Tender validity is only for 90days.
4. Quoted rates should be valid for 1 year.
5. Taxes if any as applicable should be early mentioned; failing which, it will be presumed that the quoted rates are inclusive of all taxes.
6. No advance shall be paid.
7. The bidder should submit a demand draft of Rs. 1000/- (Rupees One Thousand Only) towards non-refundable tender fee, drawn in favour of "ICAR Unit CIFE" payable at Mumbai. The tender will not be considered without receipt of Tender Fee by way of original Demand Draft. Tender fee is mandatory.
8. An amount of EMD Rs.10,000/-(Rupees Ten Thousand 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.
9. Payment will be made only after the vehicle hiring in full quantity and as per prescribed details.
10. Successful Tender contract Agreement with CIFE on Rs.100 stamp paper.
11. Successful Tender shall not transfer contract to any other contractor.
12. Payment shall be made by RTGS only.

13. No part payment shall be made.

14. The bill shall be submitted on monthly basis.

15. The Director, CIFE reserves the right to accept or reject any or all the tenders whether lowest rate or not, without any assigning any reasons whatsoever for non-acceptance of any tenders.



GENERAL CONDITIONS OF CONTRACT APPLICABLE TO CONTRACTS PLACED BY THE INDIAN
COUNCIL OF AGRICULTURAL RESEARCH OR THE INSTITUTES UNDER IT

SECTION –II
GENERAL CONDITIONS OF CONTRACT

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 thereof sealed by the purchaser for the 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
- (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 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. 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.

5. 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 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.

6. 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 maters 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 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.



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SECTION –III
CONDITIONS OF CONTRACT.

1. Vehicle must be new and in good condition.
2. Time and distance should be calculated form CIFE to CIFE. Parking and Toll taxes shall be reimbursed as per actual amount paid on producing the receipts/vouchers.
3. The Institute shall not be responsible for any accident or damages done to the vehicles during the period of hiring.
4. GST and other taxes if any should be clearly mentioned, failing which it will be presumed that the quoted rates are inclusive of all taxes.
5. Vehicle should report to the office on time.
6. National permit or state permit is responsibility of the bidder. The institute will not pay any permit charges.
7. The present contract shall be for a period of one year, which shall be extended by 1more year based on the performance of the Agency.
8. The quoted rates shall remain unchanged during the period of contract.
9. In case of any ambiguity, the decision of the Director, CIFE,Mumbai shall be final and binding on all concerned.
10. The Director, CIFE Reserves the right to terminate the contract by giving one month notice.



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

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

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 Tender Fee and Earnest Money Deposit by way of Demand Draft	PDF	
3		Scan copy of certificate for EMD exemption, if claiming.	PDF	
4		Registration Certificate (Form D:Mombay Shop & Establishment ACT-1948 Or Equivalent)	PDF	
6		Scan copy of Experience Certificate	PDF	
7		Scan copy of Clients List	PDF	
9		Scan copy of Annexure I & II	PDF	
10		Scan copy of other documents	PDF	
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) The Director ICAR-CIFE, Mumbai reserves the rights to increase or decrease quantity of Models number in part /full without assigning any reason thereof.

Sl. No.	Item Description	Quoted Currency in INR Only	Maruti Dzire/ Indigo/ Equivalent (AC) Rs. P	Tavera/ Qualis/ Equivalent (AC) Rs. P	Toyota Inova/ Equivalent (AC) Rs. P	20 to 25 Seats Mini Bus (AC) Rs. P	20 to 25 Seats Mini Bus Non-AC Rs. P	45 to 49 Seats Bus (AC) Rs. P	45 to 49 Seats Bus Non-AC Rs. P	TOTAL AMOUNT Without Taxes col (13) = (4) x (7) in	TOTAL AMOUNT With Taxes col (14) = sum (8) to (13) in
1	2	12	7	8	9	10	11	12	13	14	15
1	A) LOCAL TRIPS IN MUMBAI CITY ONLY :- (From Versova to Virar, Colaba, New Mumbai, Yashi and any other in Mumbai Urban										
1.01	8 Hours & 80 Kms within Mumbai City	INR								0.00	0.00
1.02	Extra per Km above 80 Kms.	INR								0.00	0.00
1.03	Overnight detention charges if the hire overnight.	INR								0.00	0.00
1.04	Driver allowance it hires overnight	INR								0.00	0.00
1.05	Extra per hours above 8 hours.	INR								0.00	0.00
1.06	Charges for half day (i.e 4hrs. and 40 Kms to be treated as half day.	INR								0.00	0.00
2	B) OUT STATION TRIPS (I.E OUT SIDE MUMBAI										
2.01	Minimum charges for out station trip per day.	INR								0.00	0.00
2.02	Per Km Over and above 300km.	INR								0.00	0.00
2.03	Out station drives allowance per day.	INR								0.00	0.00
2.04	Overnight detention charges per night.	INR								0.00	0.00
Total in Figures										0.00	0.00
Quoted Rate in Words		INR Zero Only									



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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:

(Signature of the tenderer)

(Stamp)



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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.	:	
Establishment Year	:	
Legal Status	:	Proprietorship/Private/Partnership/Government/Other
Nature of Business	:	

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	:	

D. Bank details of EMD and Tender Fee

Sr.No	Particular	Bank Name	DD. No.	DD Date
1	Tender Fees(Rs)			
2	EMD(Rs.)			

(SIGNATURE OF THE TENDERER)



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Technical Specifications-

THE RATE CONTRACT FOR HIRING OF VEHICLES (2018-19)

A) LOCAL TRIPS IN MUMBAI CITY ONLY :-

(From Versova to Virar, Colaba, New Mumbai, Vashi and any other in Mumbai Urban Agglomeration)

SN	Vehicle	Maruti Dzire/ Indigo/ Equivalent	Tavera/ Qualis/ Equivalent	Toyota Inova/ Equivalent	20 to 25 Seats Mini Bus		45 to 49 Seats Bus	
		(AC)	(AC)	(AC)	(AC)	Non- AC	(AC)	Non- AC
1	8 Hours & 80 Kms within Mumbai City							
2	Extra per Km above 80 Kms.							
3	Overnight detention charges if the hire overnight.							
4	Driver allowance it hires overnight							
5	Extra per hours above 8 hours.							
6	Charges for half day (i.e 4hrs. and 40 Kms to be treated as half day.							

B) OUT STATION TRIPS (I.E OUT SIDE MUMBAI CITY)

SN	Vehicle	Maruti Dzire/ Indigo/ Equivalent	Tavera/ Qualis/ Equivalent	Toyota Inova/ Equivalent	20 to 25 Seats Mini Bus		45 to 49 Seats Bus	
		(AC)	(AC)	(AC)	(AC)	Non- AC	(AC)	Non -AC
1	Minimum charges for out station trip per day.							
2	Per Km Over and above 300km.							
3	Out station drives allowance per day.							
4	Overnight detention charges per night.							