



ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION

(Deemed University), Indian Council of Agricultural Research
Panch Marg, Off Yari Road, Versova, Andheri (West), Mumbai-400061
Tel. No. 022-26361446/7/8, Fax No. 022-26361573 www.cife.edu.in



F.No.36-18/15-16/ARC Printing/P/I

Dated: 31. 05. 2018

Notice Inviting E-Tender

Director, ICAR-CIFE, Mumbai invites e-tenders for the “**TENDER DOCUMENT OF ANNUAL RATE CONTRACT (ARC) FOR PRINTING OF VARIOUS JOB** ” through the **website www.eprocure.gov.in** under from reputed firms as per Schedule given below:

| Tender Details | | |
|----------------|------------------------------------|---|
| 1 | Tender ID | 2018-DARE-344193-1 |
| 2 | Start of issue tender Download | 02-JUN-2018 5:00 P.M |
| 3 | Last date for submission of tender | 22-JUN-2018 3:00 P.M |
| 4 | Pre-Bid Meeting | 08-JUN-2018 3:00 P.M |
| 5 | Opening of Technical Bid | 23-JUN-2018 3:00 P.M |
| 6 | Mode of Tender | Open |
| 7 | Tender type | Service |
| 8 | Tender category type | Annual Rate Contract |
| 9 | Type of Bid | Two Bid (Technical& Commercial) |
| 10 | Contract Period | One year with effect from the date of issue of work order |
| 11 | Tender validity | 90 Days |
| 12 | Tender fee (In Rupees) | Rs.1000.00/- |
| 13 | EMD Deposited (In Rupees) | Rs. 40000.00/- |
| 14 | Security Deposit | 10% of the Tendered Amount (For 1 Year) |
| 15 | Tender Value (Estimated) | Rs.1600000/- |

Sd/-

SENIOR ADMINISTRATIVE OFFICER

Important Notes:

1. Tender Documents 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/- (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 if you have exemption certificate of like MSME, NSIC etc.
7. **Earnest Money Deposit (EMD):** An amount of Rs. 40,000/- (Rs. Forty Thousand only) in the form of 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 DOCUMENT OF ANNUAL RATE CONTRACT (ARC) FOR PRINTING OF VARIOUS JOB” and address to: The Director, ICAR-Central institute of fisheries Education (CIFE), Panch Marg, Off . Yari Road, Versova, Andhri(W), Mumbai-400 061. This envelops having tender fee & EMD should reach on or before last date & time of submission of bid.

Sd/-

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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 Research Institute under it 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 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.

NSIC certificate will not be considered for imported items and only NSIC certificates of manufacturers will be considered.

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:

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 Organisation (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 (ii) a 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 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 contract on behalf of another shall be deemed to warrant that he has authority to bind each other and if on enquiry it appears that the person so signing has no authority to do so the purchaser may without prejudice to other civil and criminal remedies cancel 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 an 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 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 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, Fax, 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.

13. DETAILS OF BID SUBMISSION:-

A. Technical Bid: Cover 1 - Prequalification documents should be PDF files

- PAN Card Certificate
- GST Registration Certificate
- Scan copy of the D.D. in Tender Fee and EMD
- EMD Exemption Certificate, if Claiming
- ITR for past 3 years
- Financial statement for last 3 years (certified by CA)
- Experience Certificate
- Clients List
- Copy of Annexure I & II
- Other document

B. Commercial bid: ii Cover 2 :- BOQ(FINANCIAL BID/ PRICE BID) should be Excel Format(.XSL)



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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 condition governing it, unless the context Otherwise requires: -
 - (a) “Acceptance of tender” means the letter of memorandum communication to the contractor 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 tenders, tenders tender acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and 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. Executors 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 or the Institute etc. 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 Central Institute of Fisheries Education, (ICAR), 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 SERVICES:

(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 services 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 / Director 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, mis-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 :- Not withstanding 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 or assign the contractor or any part thereof or interest therein or benefit or advantage 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 notwithstanding 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 the contract & purchase or authorize the purchase of the stores at the risk & cost of the contractor & in that event the provisions of clause 14 shall as far 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 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 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 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 Director General, 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 Director General Indian Council of Agricultural Research to appoint another in place of the outgoing arbitrator the manner aforesaid.

It is the further a term of this contract that no person other than the person appointed by the Director General India 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 "Director General, Indian Council of Agricultural Research" means the Director General, Indian Council of Agricultural Research for the time being & includes, if there be no Director General, 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/Services: 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 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 BE SENT ALONGWITH THE TENDER TO FACILITATE CONSIDERATION OF OFFER.



ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION

(Deemed University), Indian Council of Agricultural Research
Panch Marg, Off Yari Road, Versova, Andheri (West), Mumbai-400061
Tel. No. 022-26361446/7/8, Fax No. 022-26361573 www.cife.edu.in



SECTION –III **TECHNICAL TERMS & CONDITIONS OF CONTRACT.**

1. All the Printings jobs etc. will be printed in English, Hindi, Marathi or in diglot form as required.
2. Proofs will be produced by the printer/bidder in made-up pages and the bidder will be responsible for the first proof corrections (if any) marked by the Institute.
3. Press will also be responsible for making the dummy according to the instructions of this office and get it approved by the concerned officers of the Institute.
4. The press shall also make arrangements for delivering the proofs to the concerned officers of the Institute (and for collecting them back promptly).
5. High quality of reproduction will have to be ensured by the printer. For improperly printed copies, poor binding, poor colour scan, etc., a penalty ranging from 2% to 10% of the total value of the work may be imposed as decided by the Competent Authority.
6. Each job shall be completed within a stipulated period (depending on the size and complexity of the publication) from the date of award of the work. If not, this Institute will have the right to impose a penalty @ 2% per week on the total cost of work, if so recommended by the Competent Authority after due regard for the circumstances.
7. Sample of each paper (text & cover) should be attached with details of size, weight and quality.
8. Pre-sensitized (PS) plates are to be used for ensuring high production quality.
9. The material will not be accepted in case it is not of acceptable quality as per terms of the contract and is liable to be rejected outright.
10. The original manuscripts alongwith their input materials such as photographs, graphs, illustrations, etc., are to be returned to this Institute after the completion of the work.
11. Unbound and uncut printed form should be submitted by the printer along with the bill for verification of the actual work done.
12. The tenderer shall submit along with tender documents one copy of his/her best publication bearing print line of the press as a sample for the rated quoted, so as to assess the quality of printing/workmanship.

13. Rates shall be valid for a period of one year from the date of award of this contract, however depending upon the need/and urgency, the Institute will have the right to extend this period as per requirement.
14. Rates shall be valid for a period of one year from the date of award of this contract, however depending upon the need/and urgency, the Institute will have the right to extend this period as per requirement.
15. In case of any dispute, the decision of The Director, CIFE shall be final and binding on all concerned.
16. The Institute reserves the right to accept or reject any or all tender(s) without assigning any reason thereof.
17. The transaction shall be subject to legal jurisdiction of Mumbai only.
18. The rates must be quoted both in figures and words in the space provided in the Tender Document itself strictly in accordance with the specification(s)/Unit asked for and no conversion whatsoever will be done by us. The rates quoted in other units will not be considered at all.
19. The rates quoted must be stamped and signed by an authorized signatory of the bidding firm.
20. The tenderers must fulfill the criteria as laid down and sign the same with seal and date.
21. The printer/bidder should have in house state of art facilities for colour printing in off set, system work.
22. Any form of over writing or use of more than one ink in the tender will disqualify the tender and such tenders are liable to be outrightly ignored/ rejected. Also a tender is liable to be ignored if complete information as required therein is not filled in. The rates quoted should be strictly in accordance with the specifications given in the tender form. The rates should be quoted in words also.
23. The Director, CIFE also reserves the right to withdraw any part of the job or the whole of it at any stage, even after acceptance of the quotation / finalization of the printing arrangement and assignment of the job without assigning any reason therefore. The decision of the Director, CIFE in all these matters shall be final and binding.
24. In the event of lockout/closure on account of liquidation, strike, fire accident, or any other circumstances the Director, CIFE reserves the right to withdraw the job, at whatever stage it be, without any obligation of payment or reimbursing, expenditure in respect of work done and also to withdraw/take possession of the manuscript, photograph, illustration, paper, binding cloth etc. supplied in connection with the printing of the job.

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

Online Bid Submission Details

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 Tender Fee and 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 | .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.**



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ANNEXURE – I

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)

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

DETAILS OF COMPANY ADDRESS, BANK, TENDER FEE & EMD, CONTACT FOR CO-ORDINATOR

A. Company Address Details:

| | | |
|-----------------------|---|---|
| Name of the Company | : | |
| Date of Establishment | : | |
| Type of Firm | : | <u>Proprietor/Partner/Pvt.Ltd./Govt. Under Taking/Other</u> |
| 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. Tender Fee & EMD Details:

| Sr No. | Fee details | Bank Name | D.D Date | D.D. No. | Amount(Rs) |
|--------|-------------|-----------|----------|----------|------------|
| 1 | Tender Fee | | | | |
| 2 | EMD | | | | |

D. Contact Person for Co-ordinator:

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

(SIGNATURE OF THE TENDERER)

Technical Specifications:

(English, Hindi/Marathi)

- ❖ Per Page Rate should be quoted separately for English and Hindi/ Marathi work
- ❖ Graphic Designing Charges should be quoted separately for all.

| S N | Particulars | Specifications | Rate of printing per page including all material and taxes |
|--------|----------------------|--|--|
| 1. | Annual Report | <p>Cover pages (Outside-2 / Inside-2) Multicolor (4 Colour) printing on 300 gsm, imported board, A4 size, glossy print with matt lamination.</p> <p>Inside pages (100 approx.) Multicolor (4 Color) printing on 130 gsm, imported art paper, letter size, matt / glossy finish.</p> <p>Quantity : up to 200, 201 to 500 and above 500</p> <p>Power binding Qty. : up to 200, 201 to 500 and above 500</p> <p>Cost of Typesetting/ Formatting : English and Hindi/ Marathi work</p> | |
| 2. | Matsyadarpan | <p>All pages (16-24) Multicolor (4 Color) printing on 170 gsm, imported art paper, A4 size, glossy finish.</p> <p>Centre Pinning</p> <p>Quantity: upto 200, 201 to 500 and above 500</p> | |
| 3. | Jalchari | <p>Cover pages -Multicolor (4 Color) printing on 300 gsm, imported art paper, A4 size, matt finish with lamination</p> <p>Inside pages (color pages + black & white) printing on 100 gsm, imported art paper, A4 size, glossy finish. (quote for each color page and black color page separately)</p> <p>Quantity : upto 200, 201 to 500 and above 500</p> | |
| 4. | Vision | <p>Cover pages (Front and back) - Multicolour (4 Color) printing on 300 gsm, imported art paper, 21X29.7 cm</p> | |

| | | | |
|----|--------------------------|---|--|
| | | <p>size, matt finish with lamination both side.</p> <p>Inside pages (colour pages + black) printing on 100 gsm, imported art paper, A4 size, glossy finish. (quote for each colour page and black colour page separately)</p> <p>Quantity : upto 200, 201 to 500 and above 500</p> | |
| 5. | CIFE Profile | <p>All pages (8 pages) Multicolour (4 Color) printing on 300 gsm, imported art paper, A4 size, matt finish with lamination.</p> <p>Centre Pinning OR Folding</p> <p>Quantity : upto 200, 201 to 500 and above 500</p> | |
| 6. | Books | <p>Cover pages (Front and back) - Multicolour (4 Color) printing on 300 gsm, imported art paper, 7X9inch size, matt finish with lamination</p> <p>Inside pages (colour pages + black & white) printing on 100 gsm, imported art paper, glossy finish. (quote for each colour page and black colour page separately)</p> <p>Hard binding-</p> <p>Quantity : upto 200, 201 to 500 and above 500</p> <p>Cost of Typesetting/ Formatting : English and Hindi/ Marathi work</p> <p>Quantity : upto 200, 201 to 500 and above 500</p> | |
| 7. | Academic Calendar | <p>Cover pages (front and back) Multicolour (4 Colour) printing on 300 gsm, imported board, A4 size, glossy print with matt lamination.</p> <p>Inside pages (150 pages approx.) black colour printing on 100 gsm, imported art paper, matt / glossy finish.</p> <p>Power binding</p> <p>Quantity : upto 200, 201 to 500 and above 500: up to 200, 201 to 500 and above 500</p> | |
| 8. | Handouts | <p>A4 size, Front and back (2 sides) 4 colour printing on 100 gsm, imported art paper</p> <p>Graphic Design Charges</p> <p>Quantity : upto 200, 201 to 500 and above 500 : up to 200, 201 to 500 and above 500</p> | |
| 9. | Brochure | <p>A4 size, Front and back (2 sides) 4 colour printing on 170 gsm, imported art paper</p> <p>3 fold</p> | |

| | | | |
|-----|--------------------------------|---|--|
| | | <p>Graphic Design Charges</p> <p>Quantity : upto 200, 201 to 500 and above 500 : up to 200, 201 to 500 and above 500</p> | |
| 10 | Training Calendar (STP) | <p>Cover pages (Outside-2 / Inside-2) Multicolor (4 Colour) printing on 300 gsm, imported board, letter size, glossy print with matt lamination.</p> <p>Inside pages (20 approx.) Multicolour (4 Color) printing on 130 gsm, imported art paper, letter size, matt finish.</p> <p>Centre Pining Binding</p> <p>Quantity : upto 200, 201 to 500 and above 500 : upto 200, 201 to 500 and above 500</p> | |
| 11. | Digital Printing | <p>A4 - 300 GSM Per Page 170 GSM Per Page</p> <p>A3 - 300 GSM Per Page 170 GSM Per Page</p> <p>Centre Pining Binding</p> <p>Lamination of Cover Page – A3 Size/ A4 Size</p> <p>Quantity : upto 200, 201 to 500 and above 500: upto 10, 20 to 50</p> | |
| 12 | Manuals/ Proceedings | <p>Cover pages (front and back) Multicolour (4 Colour) printing on 300 gsm, imported board, A4 size, glossy print with matt lamination.</p> <p>Inside pages (colour pages + black) printing on 100 gsm, imported art paper, glossy finish. (quote for each colourpage and black colour page separately)</p> <p>Power binding</p> <p>Graphic Designing in Corel Draw charges (Hindi/ Marathi)</p> <p>Quantity : upto 200, 201 to 500 and above 500: upto 200, 201 to 500 and above 500</p> | |
| 13 | Bulletins | <p><u>Horizontal :</u> Cover pages (Front and back) - Multicolour (4 Color) printing on 300 gsm, imported art paper, 20.5X14.5 cm size, matt finish with lamination</p> <p>Inside pages (colour pages + black) printing on 100 gsm, imported art paper, A4 size, glossy finish. (Quote for each colour page and black colour page separately)</p> <p>Centre Pinning</p> <p><u>Vertical :</u> pages (Front and back) – Multi colour (4 Color) printing on</p> | |

| | | | |
|----|----------------------|---|--|
| | | <p>300 gsm, imported art paper, 14.5 X 20.5 cm size, matt finish with lamination</p> <p>Inside pages (colour pages + black) printing on 100 gsm, imported art paper, A4 size, glossy finish. (Quote for each colourpage and black colour page separately)</p> <p>Centre Pinning</p> <p>Quantity : upto 200, 201 to 500 and above 500 : upto 200, 201 to 500 and above 500</p> | |
| 14 | Identity Card | <p>Identity Card(Staff/Retired/Students)</p> <p>Size : 5¾" x 3¾", Ptg : 2+0, Paper : 300 GSM Ivery Card (Approx 300 to 500 Nos)</p> | |

1. Note:- The Director ICAR-CIFE, Mumbai reserves the rights to **increase or decrease** quantity of Models number in part /full without assigning any reason thereof.