



F. No. 36-88/18-19/ARC Cartridges & Toners/P

Dated: 20 May 2019

Notice Inviting E-Tender

Online bids are invited at Central Public Procurement Portal (www.eprocure.gov.in) from reputed, experienced and financial sound companies/firms/agencies for award of Annual Rate Contract for supply of Toner/Cartridge items at ICAR-CIFE, Mumbai.

2. The bids will be accepted in as e-tender (in two bid systems – Technical Bid and Financial Bid) only and intending bidders must be registered with Central Public Procurement Portal.
3. The tender document contains the followings:
 - Annexure – I - Terms & Conditions
 - Annexure – II - Instructions for Online Bid Submission
 - Annexure – III - Proforma for Technical Bid
 - Annexure – IV - Declaration by Bidder
 - Annexure – V - Proforma for Bank details form
 - Annexure – VI - Proforma for Financial Bids
4. Important dates for the process:

Tender Details		
1)	Tender ID	
2)	Start date and time for view downloading of tender document.	20/05/2019 at 4:00 Hrs.
3)	Start date and time for submission of bids.	20/05/2019 at 4:00 Hrs.
4)	Last date and time for view downloading of tender document.	10/06/2019 at 15:00 Hrs.
5)	Last date and time for online submission of bid & submission of EMD in original.	10/06/2019 at 15:00 Hrs.
6)	Date & time for opening of Bid	11/06/2019 at 11:00 Hrs.
7)	Pre-Bid Meeting	28/05/2019 at 15:00 Hrs.
8)	Pre-Bid Meeting Place	ICAR-CIFE, Mumbai
9)	Tender Value (Estimated)	Rs.10,00,000/-
10)	EMD Amount	Rs.25,000/-(2.5% Estimated Value)
11)	Security Deposit	10% of the Quoted Value
12)	Tender Validity	90 Days

5. In case, any holiday is declared by the Government of India on the day of opening, the tender will be opened on the next working day on the same time. The Director, ICAR-CIFE, Mumbai reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

Senior Administrative Officer



ANNEXURE-I

TERMS AND CONDITIONS

(1) GENERAL

- 1.1 The award of contract will be valid for a period of one year from the date of finalization. The period may be further extended for a period of six months or may be curtailed /terminated before the expiry of one year period owing to deficiency in service after giving one week notice to the selected firms.
- 1.2. It should be ensured that the work done would be to the full satisfaction of the ICAR-CIFE, Mumbai. In case of any unsatisfactory report, the ICAR-CIFE would not be liable to make the payment for such items.
- 1.3 The quality of the Cartridge/Toner/ etc. should be of original make and in sealed cover. The refilling items would not be accepted, if found Competent Authority has to right to cancel the contract and deduct the cost thereof. The firm will ensure that the toner/cartridges supplied to this Ministry are genuine and contains 3D hologram of the manufacturer. The firm will be held responsible in case of deficiency in the quality of the product.
- 1.4 In emergency situations, the firm should be in a position to supply toner cartridges on very short notice. The supplier shall ensure that the goods are securely and adequately packed to ensure safe arrival at the destination withstanding all hazards during transit.
- 1.5 The firms must supply its address and telephone Nos. (Office as well as residence) and firm should be able to provide toner cartridges on holidays/Sundays and beyond office hours also.
- 1.6 Average Annual Turn Over of bidder firm during last three year, ending 31st March of the previous financial should be at least of 25 Lac per annum. Documentary evidence to this effect i.e. copy of financial statement of account of firm like Balance Sheet, Profit & Loss Account etc should be submitted alongwith the other requisite documents.
- 1.7 The firm must be providing such services to at least three Government of India's Ministries/ Departments.
- 1.8 All items have to be supplied to **PURCHASE OR STORE SECTION**, ICAR-CIFE, Mumbai. The suppliers will be responsible for delivery of goods in good condition at their own risk and cost. The delivery arrangement of the items would be made by the Vendor at their own expenses. However, in certain circumstances, the work must be done on an urgent basis without any extra cost.
- 1.9 The firm should be registered with the Govt. for the purpose of GST and the copy of certificate should be attached with the bid documents.



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- 1.10 The bidder should not have been blacklisted by any Government Ministry/Department or any other organization Open Tender.
- 1.11 The item should be supplied within two days after receipt of the purchase/supply order, failing which a penalty will be imposed (equal to 1% of indent cost per day of delay, if the delay is attributable to supplier).
- 1.12 The procurement of the items would be purely '**ON NEED**' basis without any guarantee for any minimum quantity. Hence, the ICAR-CIFE, Mumbai shall not be liable to take any or all item included in the Rate Contract(s) with successful bidder (s) during its validity.
- 1.13 In case the successful bidder is found in breach of any condition of the contract at any stage or services of the supplier is not found satisfactory to the ICAR-CIFE, Mumbai, the contract may be terminated. The decision of the ICAR-CIFE, Mumbai shall be final and binding. The firm will be liable for any damage caused to the printer / equipment by spurious toner cartridge supplied.
- 1.14 On demand through issuance of supply order by the ICAR-CIFE, Mumbai, the firm shall supply Cartridge/Toner etc. as per specification. Any deviation from the approved specification shall make the firm liable to take back such items at its own cost. ICAR-CIFE, Mumbai reserves the absolute right to reject any Cartridge/Toner etc. which, in its opinion, is not of approved specification. Decision of the Competent Authority of ICAR-CIFE, Mumbai in this regard shall be final and binding upon the firm.
- 1.15 Payment will be made through PFMS/NEFT/RTGS only to the account of the firm on submission of pre-receipted typed bill in triplicate. No cash/cheque payment will be made by ICAR-CIFE, Mumbai. Firm has to provide bank details along with technical bids. No advance payment will be made by the ICAR-CIFE, Mumbai.
- 1.16 The delivery office of the vendor should be in ICAR-CIFE, Mumbai.
- 1.17 It should be ensured that the Company is not providing services/goods to other Ministries/Departments at lower rates than quoted for ICAR-CIFE, Mumbai. In case at later stage, it is found that the company is providing service/goods to any other Ministry/Department at a lower rate, the payment would be withheld by the ICAR-CIFE, Mumbai.
- 1.18 In case of violation of any terms & conditions on the part of the firm is noticed and/or the services are found unsatisfactory, performance security can be forfeited at the discretion of the Competent Authority.
- 1.19 The successful firm should submit a signed copy of the terms and conditions stipulated for award of the contract, conveying his acceptance of the same. An Integrity Pact has also to be signed as per rule.
- 1.20 The successful bidder shall indemnify the purchaser against all third party claims of infringement of patent, trademark, etc., arising from use of the goods.



- 1.21. The purchaser or his representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the purchaser decides to conduct such tests in the premises of the supplier or its subcontractors(s), all reasonable facilities and assistance like testing instruments and other test gadgets including access to drawing and production data shall be furnished to the inspectors at no charge to the purchaser. Should any inspected or tested goods fail to conform to the specification, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirement, free of cost to the purchaser.
- 1.22 No request for escalation of rates shall be entertained after approval of the rates.
- 1.23 Replacement under warranty clause shall be made by the successful bidder, at site, free of all charges.
- 1.24 No overwriting/correction in the tender document are allowed.

(2) ARBITRATION

- 2.1 In event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Director, ICAR-CIFE, and Mumbai. The provisions of Arbitration and conciliation Act, 1996 (No 26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall be at Mumbai or any other place, as may be decided by the arbitrator. The expense of arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
- 2.2 Pending the submission of and/or a dispute difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this agreement without prejudice to a final adjustment in accordance with such award.

(3) EARNEST MONEY DEPOSIT AND PERFORMANCE SECURITY DEPOSIT

- 3.1 Firms shall have to deposit Earnest Money Deposit (EMD) in the form of Demand Draft/Pay Order in favour of the ICAR-CIFE, Mumbai along with the tenders. EMD should remain valid for a period of 90 days of tender. Offer not accompanied by earnest money of the requisite amount will summarily be rejected. EMD will be refunded to the unsuccessful firm. No interest shall be payable on EMD.
- 3.2 The scanned copy of the Earnest Money deposit must be uploaded with the bid and original of the same should be dropped in a sealed envelope superscripted with the words **"ARC FOR SUPPLY OF TONER / CARTRIDGES"** latest by 15:00 Hrs. on **10.06.2019** in the Tender Box installed outside the Purchase Section, Panch Marg Off Yari Road, **Andheri West, Mumbai – 400061.** The successful agency will have to deposit a Performance Security Deposit in the shape of F.D.R./ Bank Guarantee in the name of the



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ICAR-CIFE, Mumbai within 10 days of award of contract. The Performance Security Deposit should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the awardee. The security deposit will be refunded to the contractor after completion of the contract period and no interest will be paid on the security deposit.

- 3.3 If the firm, at any point of time during official duty, fails to perform duties, as directed by ICAR-CIFE, Mumbai, the Security Deposit will be forfeited and contract will cancelled forthwith without any notice by the Ministry.

4 BID EVALUATION CRITERION

- 4.1 All terms & conditions stipulated in the tender document shall be considered for selection of firm. However, L-1 firm will be decided on the basis of the lowest overall procurement value of the items. It is mandatory for all the participating bidders to quote their rates indicated at the price bid in the format at Annexure-VI, failing which the bids shall be considered as non-responsive.



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ANNEXURE – II

INSTRUCTIONS FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal. More information useful for submitting online bids on the CPP portal may be obtained at <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

1. Bidders are required to enroll on the e-procurement module of the CPP Portal (<https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment”. Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /TCS/ nCode / eMudhra etc.) with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid Documents have to be submitted, the number of documents- including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and they should be in PDF formats. Bid documents may be scanned with 100 dpi with black and white option.



4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the tender fee/EMD as applicable and either details of the instruction.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be submitted in the Purchase section in a sealed envelope in the Tender Box installed outside of Purchase section ICAR-CIFE, Mumbai latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the date entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidder should upload their financial bids in .pdf format alongwith the tender document (BoQ XXXX.pdf). It may be noted that bids for Computer consumables (list given in Annexure- VID) will be considered in respect of those bidders only who have specific authorization from HP, Samsung, Panasonic, Canon etc.
6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. the bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the date. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket layer 128 bit encryption technology.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.



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10. The e-Tender has been invited under two bids system (Technical Bid and Financial Bid). The interested firms are advised to submit their bids-Technical Bid and Financial Bid “on-line” by visiting the Central Public Procurement (CPP) Portal (www.eprocure.gov.in). The bids will be accepted as e-Tender only i.e. the bidders will submit their bids on the e-Procurement Portal, in an encrypted format. Possession of valid Digital Signature Certificate (DSC), valid e-mail address and registration of the Firm on the Central Public Procurement (CPP) Portal are pre-requisite for e-tendering.
11. The scanned copy of the EMD must be uploaded with the bid and original of the same has to be Submitted in The Purchase section in a sealed envelope superscripted with the words “Annual Rate Contract (ARC) for purchase of Cartridge/Toner for use in the ICAR-CIFE, Mumbai during the year 2019- 20” The tenders received without prescribed EMD will not be entertained and cancelled. The earnest money will be refunded to the unsuccessful tenders on finalization of the contract. The EMD of successful firm shall be converted into Performance Security Deposit, and shall be returned after successful completion of contract.
12. The firms who are exempted from submission of EMD shall be dealt as per General Financial Rules, 2005 subject to submission of an undertaking from the firm seeking such exemption. Copies of relevant certificates/documents regarding such exemption should be submitted along with the bid.
13. The firms are required to upload copies of the following documents along with the Bid, failing which their Bids shall be summarily/uprightly rejected and will not be further considered.
14. Conditional and incomplete bids shall be treated as unresponsive and shall not be considered and these bids will be rejected out-rightly at the very first instance. The bids must remain valid for a period of 60 days after the opening of financial bids.
15. The Competent authority of ICAR-CIFE, Mumbai reserves the right to annul any or all bids without assigning any reason.
16. The bidder shall quote the bids only as per the format enclosed at Annexure-VI in pdf format.



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ANNEXURE-III

S.No	Particulars	Details to be given	
1	(a) Name of the Firm (b) Address of the Firm (c) Name of Proprietor (d) Registration No (Proof to be attached). (e) Telephone No. & Mobile No. (f) Email Address		
2	PAN Number (copy to be enclosed)		
3	GST Number (copy to be enclosed)		
5	List of at least three Government Ministries/Departments showing experience in the field (copy to be enclosed)		
6	Details of EMD (Copy must be uploaded)	(i) Amount (ii) DD No (iii) Date (iv) Issuing Bank	
7	Whether terms and conditions of the tender is acceptable or not?(Yes/No)		
9	Annual turnover (in %) (Copy of financial statement of account like Balance Sheet, Profit and Loss Account to be enclosed)	2016-2017	Rs.
		2017-2018	Rs.
		2018-2019	Rs.
10	Declaration regarding black listing/debarring from taking part in Govt. Tender Ministry of Steel. (Annexure-IV)		
11	Mandate from certified by bank		

This is certified that the above information are true and correct to the best of my knowledge and belief. It is also certified that neither the Firm is not black listed by any Government Ministries/Departments nor any criminal case is registered/pending against the Firm or its owner/partner anywhere in India. Further, it is certified that I/we have read and understood the terms and condition of the Notice Inviting Tender (NIT) G). _____ dated _____ and will abide by them till the completion of the contract period. We are also willing to supply items on credit basis and we understand that settlement of bills may take some time depending on availability of funds.



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ANNEXURE-IV

DECLARATION REGARDING BLACKLISTING/DEBARRING FROM TAKING PART IN GOVERNMENT TENDERS

To be executed & Attested by Public Notary / Executive Magistrate on Rs.10/-

(Stamp Paper by the Bidder)

I/We Proprietor / Partner(s) Director(s) of M/s. hereby declare that the firm/company namely M/s. has not been blacklisted or debarred in the past by any other Government organization from taking part in Government tenders. I/We also declare that no contract M/s. has been cancelled by ICAR-CIFE, Mumbai.

OR

I/We Proprietor / Partner(s) Director(s) of M/s..... hereby declare that the firm/company namely M/S..... was blacklisted or debarred by..... from taking part in Government tenders for a period of..... The period is over on and now the firm/company are entitled to take part in Government tender. In case the above information found false I/we are fully aware that the tender/contact will be rejected/cancelled by the ICAR-CIFE, Mumbai and the Earnest Deposit/Security Deposit shall be forfeited.

Signature of Bidder with Seal

Name.....

Date.....

Capacity in which signed.....

Name and Address of the firm:

Seal of the firm should be affixed:



ANNEXURE-V

DETAILS OF BANK ACCOUNT

(Real Time Gross Settlement (RTGS)/National Electronic Fund Transfer (NEFT) /Public Financial Management System (PFMS) facility for receiving payments)

S. No	Particulars	To be filled by the bidder
1.	Name of Account Holder	
2.	Address of Account Holder	
3.	Name of The Bank	
4.	Name and Address of Branch	
5.	IFSC Code	
6.	MICR Code	
7.	Account Number	
8.	Type of Account	

I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user Institute responsible.

Signature of Account Holder

Date :
Place :

Name :
Designation :
Seal :

Note : Please attach a photocopy of Cheque.



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ANNEXURE-VI

SN	CARTRIDGE / TONER NUMBER	RATE PER UNIT	GST (5%)	TOTAL AMOUNT
1	CC388A			
2	CB436A			
3	CE278A			
4	79A CF29A			
5	12A Q2312A			
6	CE505AC			
7	CE310A			
8	CE311A			
9	CE312A			
10	CE313A			
11	CE320A			
12	CE321A			
13	CE322A			
14	CE323A			
15	CB540A BLACK			
16	CB541A CYAN			
17	CB542A YELLOW			
18	CB543A MAGENTA			
19	CB540A BLACK			
20	CB541A CYAN			
21	CB542A YELLOW			
22	CB543A MAGENTA			
23	CF210A			
24	CF211A			
25	CF212A			
26	CF213A			
27	CF360A-508A			
28	CF361A-508A			
29	CF362A-508A			
30	CF363A-508A			
31	CANON PHOTOCOPIER IMAGE RUNNER 2525 NPG-51 TONER			
32	CANON IR 2535-NPG 50 TONER BLACK			
33	CANON PHOTOCOPIER IMAGE RUNNER 2318L-NPG28			
34	CANON PHOTOCOPIER IR-2030			



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35	CANON 741 COLOR			
36	CANON 741 COLOR			
37	EPSON L800 (COLOR)			

- * To be specified and shown separately as percentage of the basic rate.
- @ Rate to be specified rupees.