



ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION

(Deemed University)

Panch Marg, Off Yari Road, Versova,

Andheri (West), Mumbai-400061

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



File No.: 4-106/2021/ST/decommissioning

Dated: 9th September 2021

Notice Inviting E-Tender

Director, ICAR-CIFE, Mumbai invites e-tenders for the **“SURVEY SERVICES FOR ASSESSING THE SCRAP VALUE OF THE VESSEL MFV SARASWATI FOR ICAR-CIFE, MUMBAI”** through the website www.eprocure.gov.in under **One Bid System** from reputed and authorized surveyors/firms as per Schedule given below:

Tender Details			
1	Tender ID		
2	Start of issue tender Download	09 September 2021	1:30 PM
3	Last date for submission of tender	30 September 2021	11:00 AM
4	Pre-Bid Meeting	17 September 2021	10:00 AM to 05:00 PM
5	Pre-Bid Meeting Place	Virtually interested surveyors may contact through mail purchase@cife.edu.in and ymc@cife.edu.in before pre bid meeting date.	
6	Opening of Bid	01 October 2021	11:30 AM
7	Mode of Tender	Open	
8	Tender type	Survey	
9	Tender category type	Service (Survey to assess scrap value)	
10	Type of Bid	One Bid	
11	Tender validity	90 Days	
12	EMD Deposited (In Rupees)	Rs.(INR)6,000/-	
13	Security Deposit	Nil	
14	Tender Value (Estimated)	Rs.(INR)3,00,000/-	
15	Location of Supplies	ICAR-CIFE , Mumbai	

SENIOR ADMINISTRATIVE OFFICER (I/C)



ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION

(Deemed University)

Panch Marg, Off Yari Road, Versova,

Andheri (West), Mumbai-400061

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



Important Notes:

1. Tender Document can be downloaded from ICAR-CIFE website www.cife.edu.in or from Central Public Procurement Portal www.eprocure.gov.in. Bidders should enroll / register in the e-procurement module of Central Public Procurement Portal through the website: www.eprocure.gov.in. Bidders should also possess a valid DSC for online submission of bids.
2. Bids received on e-tendering portal only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected.
3. The Director ICAR-CIFE, Mumbai reserves the rights to accept / reject any /all tenders in part /full without assigning any reason thereof.
4. ICAR-CIFE will not be responsible for any delay in enrollment/registration as bidder or submitting/uploading the offer on e-tender portal. Hence, bidders are advised to register in e-tendering website www.eprocure.gov.in and enroll their **Digital Signature Certificate** and upload their quotation well in advance.
5. Any changes, corrigendum etc. in respect of this tender shall be issued only through on Central Public Procurement Portal www.eprocure.gov.in. Bidders are therefore requested to regularly visit www.cife.edu.in website/ Central Public Procurement Portal www.eprocure.gov.in. For updates.
6. **Earnest Money Deposit (EMD): An amount of EMD Rs.6,000/-**. The Demand Draft drawn in favour of **"ICAR Unit CIFE"** payable at Mumbai Failure to deposit Earnest Money will lead to rejection of tender.
7. **EMD is not mandatory if you have exemption certificate of like MSME, NSIC etc.**

Note: EMD envelops should be submitted in sealed envelope super-scribed as **"SURVEY FOR ASSESSING THE SCRAP VALUE OF THE VESSEL MFV SARASWATI 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.

SENIOR ADMINISTRATIVE OFFICER (I/C)



ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION

(Deemed University)

Panch Marg, Off Yari Road, Versova,

Andheri (West), Mumbai-400061

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



INDEX

NO	DISCRIPTION	PAGE NO.
1	TENDER SCHEDULE & IMPORTANT NOTES	1 - 2
2	SECTION-I INSTRUCTIONS TO THE TENDERERS	4 - 6
3	SECTION –II GENERAL CONDITIONS OF CONTRACT	7 - 14
4	SECTION-III CONDITIONS OF CONTRACT	15
5	SECTION-IV BILL OF QUANTITIES AND FINANCIAL BID	16
6	ANNEXURES (I,II & III)	17 - 20
7	ANNEXURES (A)	21



ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION

(Deemed University)

Panch Marg, Off Yari Road, Versova,

Andheri (West), Mumbai-400061

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



SECTION-I

INSTRUCTIONS TO THE TENDERERS

Dear Sirs,

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

1. **EARNEST MONEY:** The Earnest Money Deposit of the successful Bidders is likely to be forfeited in case he/she fails to services as per Work Order.

2. **SECURITY DEPOSIT: NIL**

3. **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 Organization (e.g. DGS&D). However, such enlistment is not equivalent to registration of suppliers as mentioned under Rule 150.

4. **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.



ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION

(Deemed University)

Panch Marg, Off Yari Road, Versova,

Andheri (West), Mumbai-400061

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



5. SIGNING OF TENDER:

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

Note:

- a) In case of partnership firm the copy of the partnership agreement or general power of attorney in either case attested by a notary public should be furnished unless the same has been previously furnished to Indian Council of Agricultural Research/Central Institute of Fisheries Education, or affidavit on stamped paper of all the partners admitting execution of the general power of attorney should be furnished.
- b) In the case of partnership firms where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm.
- c) A person signing the Tender Form or any documents forming part of the contraction behalf of another shall be deemed to warranty that he has authority to bind each other and if on enquiry it appears that the person so signing has no authority to be so the purchaser may without prejudice to other civil and criminal remedies cancel the contract the contract and hold the signatory liable for all cost and damages.
- d) Each page of the tender, schedule to tender and annexure, schedule to tender and annexure, if any should be signed by the tenderer.
- e) Tender form, incomplete in any respect, is liable to be rejected.

PERIOD FOR WHICH OFFER WILL REMAIN OPEN:

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

6. PRICES:

- i. (i) The prices quoted in Indian Rupees '**MUST BE FOR THE SURVEY FOR THE CONSOLIDATED SCRAP VALUE OF THE VESSEL MFV SARASWATI**' anchored at Indira docks, Mumbai, as is where is basis including towing charges etc. Prices must be clearly shown in figures and words in Indian currency only.



ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION

(Deemed University)

Panch Marg, Off Yari Road, Versova,

Andheri (West), Mumbai-400061

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



- 7. 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.
- 8. COMMUNICATION OF ACCEPTANCE:** Acceptance by CIFE for survey will be communicated by email, express letter of acceptance or formal Acceptance of tender. In case where acceptance is communicated by email or express letter, the formal Acceptance of Tender, will be forwarded to tender by registered post as soon as possible; but the instructions contained in the email or express letter should be acted upon immediately.
- 9. RESERVATION OF RIGHT TO ORDER ADDITIONAL QUANTITY:** The purchaser reserves the right to place order on the successful tenderer for additional quantity (upto 25%) of the quantity offered by them at the rate quoted. Tenderers are bound to accept the same, if placed on them, within six months from the date of issue of acceptance of Tender.



ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION

(Deemed University)

Panch Marg, Off Yari Road, Versova,

Andheri (West), Mumbai-400061

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



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 :-
 - (j) Technical specifications



ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION

(Deemed University)

Panch Marg, Off Yari Road, Versova,

Andheri (West), Mumbai-400061

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



- (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



ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION

(Deemed University)

Panch Marg, Off Yari Road, Versova,

Andheri (West), Mumbai-400061

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



- (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



ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION

(Deemed University)

Panch Marg, Off Yari Road, Versova,

Andheri (West), Mumbai-400061

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



acknowledgment due to the Director, CIFE. The contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid

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

3. AUTHORITY OF THE SECRETARY/DIRECTOR:

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

4. RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT:

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

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

iii. (a) SUBLETTING AND ASSIGNMENT:

The contractor shall not, save with the previous consent in writing of the Secretary /Director, Sublet, transfer of assign the contractor or any part there of or interest therein or benefit or advantage thereof in any manner whatsoever, provided, nevertheless that any such consent shall not relieve the



ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION

(Deemed University)

Panch Marg, Off Yari Road, Versova,

Andheri (West), Mumbai-400061

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



contractor any obligation, duty or responsibility under the contract.

(b) **CHANGE IN A FIRM:**

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

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

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

(c) **CONSEQUENCE OF BREACH:**

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

(d) **THE DECISION OF THE SECRETARY ICAR:**

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

(6) QUOTATIONS OR RATES BY SURVEYOR:

(I) The price quoted by the Surveyor shall not be higher than the controlled price fixed by law for the services.

(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 Surveyor will specially mention this fact in his tender giving reason for quoting



ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION

(Deemed University)

Panch Marg, Off Yari Road, Versova,

Andheri (West), Mumbai-400061

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



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 Surveyors 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 service or any other service 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 surveyor) or the Commission of any offence by the surveyor 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 surveyor 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 surveyor 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



ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION

(Deemed University)

Panch Marg, Off Yari Road, Versova,

Andheri (West), Mumbai-400061

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



Manager, or

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

(9) ARBITRATION :

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

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

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

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

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

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

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

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



ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION

(Deemed University)

Panch Marg, Off Yari Road, Versova,

Andheri (West), Mumbai-400061

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



Council of Agricultural Research whether in addition to other functions or otherwise.

SPECIAL INSTRUCTIONS:

- (1) Purchaser: Central Institute of Fisheries Education, Versova, Mumbai India.
- (2) The services 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 scrap value of the vessel including all, as is where is condition.
- (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.



SECTION –III

CONDITIONS OF CONTRACT.

1. Printed on cyclostyled or such terms & conditions of the tendering firms not appearing in the body of the tender, will not be considered as forming part of their tender. Tendering firms should, quote on the basis of the conditions of contract applicable. Tendering Firms should specifically mention the deviations therefrom, if any, from the conditions of the contract.
2. The Price should be inclusive of any Indian duties, other taxed and transportation, insurance local costs incidental to delivery, installation, demonstration and onsite training of the goods.
3. No advance payment will be made under any circumstances.

4. PRICES :

- a) Prices for survey service must be in terms of new coinage system, via Indian Rupees.
- b) The unit prices should be for the same units indicated in the schedule to tender inquiry and not any other unit.
- c) GST: As per the Notification No.45-Central Tax (Rate) dated 14-11-2017 of the Ministry of finance for GST concession, the rate of CGST has been reduced to 2.5%. That implies the total GST (CGST+SGST) will be calculated @5% for the institutes/Organizations who have registered with DSIR. So, please quote accordingly. The required undertaking, Certificate about "Use of the product only for our research purpose" will be submitted along with the DSIR registration certificate at the time of order. If you are quoting with higher GST, then you are responsible for not becoming the L1 bidder (Don't included the GST amount in BOQ (Commercial Bid).
- d) Amount should be quoted excluding GST amount

5. PAYMENT TERMS:

100% payment shall be released only after completion and submission of the survey report through online channels to your bank directly

6. COMPLETION OF THE SURVEY: one week after order is placed

7. JURISDICTION:

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

SECTION-IV BID

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

COVER – I-Following documents to be provided as PDF file			
Sl. No.	Documents	Content	File types
1	In PDF	Scan copy of PAN and GST Registration Documents	PDF
2		Scan copy of ITR for the years 2018-19 & 2019-20 & 2020-21	PDF
3		Scan copy of Balance sheet for the years 2018-19 & 2019-20 & 2020-21 (Certified by CA)	PDF
4		Scan copy of Experience Certificate Issued by client/Manufacturer	PDF
5		Scan copy of Clients List	PDF
6		Scan copy of Annexure I, II & III duly signed by Authorized official of the firm.	PDF
7		Scan copy of Tender Document Signed by Firm/Company.	PDF
8		No legal suit Certificate	PDF
Bid Amount for Survey (Following document to be providing as Excel file)			
1	Bid	Price bid (BOQ) to be filled in Excel format	.XLS

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

Note: All the documents required in technical Bids must be in order and uploaded properly on CPP Portal. Shortfall any documents, the competent authority reserves the rights to accept/reject the bid.

B) BID AMOUNT

Note:

- (1) Before quoting the scrap value, the surveyors are instructed to read the details of technical specification to be executed as mentioned in tender document.
- (2) GST: As per the Notification No.45-Central Tax (Rate) dated 14-11-2017 of the Ministry of finance for GST concession, the rate of CGST has been reduced to 2.5%. That implies the total GST (CGST+SGST) will be calculated @5% for the institutes/Organizations who have registered with DSIR. So, please quote accordingly. The required undertaking, Certificate about "Use of the product only for our research purpose" will be submitted along with the DSIR registration certificate at the time of order. If you are quoting with higher GST, then you are responsible for not becoming the L1 bidder

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 services 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. 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.
3. 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)

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

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

B. Bank Details:

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

C. Contact Person for Co-ordinator:

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

(SIGNATURE OF THE TENDERER)

ANNEXURE TO SCHEDULE TO TENDER

NOTE :

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

1. Tenderers should furnish a clear declaration as follows:

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

○ Authorised Surveyors of Vessels ☐

2. Whether authorized to survey vessels for estimating scrap value:
(Yes/No)

If not, details of deviations must be stated here:

3. **Guaranteed date by which delivery can be completed.** :

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

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

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

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

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

5. **Business name constitution of tendering firm registered under :-**

a. The Indian companies Act 1956 : ☐

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

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

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

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

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

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

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

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

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

Note.:

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

a.

Date _____

(Signature of Tenderer)

Annexure – A

List of Job – Survey

Sr. No.	Job Descriptions	Total Amt. / Lumpsum Amt. for Survey																																																																																																												
1.	SCRAP VALUE OF THE VESSEL MFV SARASWATI FOR ICAR-CIFE, MUMBAI																																																																																																													
	Vessel Particulars The vessel M.F.V. Saraswati is a non-commercial Fisheries Training cum Research Vessel, which belongs to ICAR - Central Institute of Fisheries Education (Ministry of Agriculture, Govt. of India). The vessel is presently anchored at P & V Channel. The vessel is registered and operated from 1983 from the Mumbai Port. The vessel OAL is 36 mts. and draught is 4.2 mts. Particulars of the vessel are attached for ready reference. <table><tr><td>1.</td><td>Vessel Name</td><td>:</td><td>MFV Saraswati</td></tr><tr><td>2.</td><td>L.O.A.</td><td>:</td><td>36.57 Mts.</td></tr><tr><td>3.</td><td>Registered Length</td><td>:</td><td>33.42 Mts.</td></tr><tr><td>4.</td><td>G.R.T.</td><td>:</td><td>311.66</td></tr><tr><td>5.</td><td>N.R.T.</td><td>:</td><td>151.95</td></tr><tr><td>6.</td><td>Breadth</td><td>:</td><td>8.02 Mts</td></tr><tr><td>7.</td><td>Molded Depth</td><td>:</td><td>4.40 Mts. – Mean: 3.22 Mts.</td></tr><tr><td>8.</td><td>Official No.</td><td>:</td><td>F.BOM 0040</td></tr><tr><td>9.</td><td>Call Sign</td><td>:</td><td>ATVQ</td></tr><tr><td>10.</td><td>Flag</td><td>:</td><td>Indian</td></tr><tr><td>11.</td><td>Type</td><td>:</td><td>Fishing</td></tr><tr><td>12.</td><td>Port of Registry</td><td>:</td><td>Mumbai</td></tr><tr><td>13.</td><td>Year of Built</td><td>:</td><td>1980</td></tr><tr><td>14.</td><td>Place of Registered</td><td>:</td><td>Vasco-de-Gama (Goa) yard – 1086</td></tr><tr><td>15.</td><td>Year of Registered</td><td>:</td><td>1982</td></tr><tr><td>16.</td><td>Engine Make</td><td>:</td><td>Caterpillar 615.45 KW, 825 BHP</td></tr><tr><td>17.</td><td>B.H.P.</td><td>:</td><td>1225 R.P.M</td></tr><tr><td>18.</td><td>Cylinder</td><td>:</td><td>12 V, 4 Stroke</td></tr><tr><td>19.</td><td>Single Screw</td><td>:</td><td></td></tr><tr><td>20.</td><td>MMSI No.</td><td>:</td><td>419900370</td></tr><tr><td>21.</td><td>SAT- C, ID</td><td>:</td><td>441900658</td></tr><tr><td>22.</td><td>Lifesaving appliances</td><td>:</td><td>For 38 Persons</td></tr><tr><td>23.</td><td>Engine Number</td><td>:</td><td>67B2130</td></tr><tr><td>24.</td><td>Fresh Water Capacity</td><td>:</td><td>48 M/T</td></tr><tr><td>25.</td><td>Fuel Capacity</td><td>:</td><td>78000 Ltr.</td></tr><tr><td>26.</td><td>M/E Fuel Consumption</td><td>:</td><td>100 Ltr./ Per hour.</td></tr><tr><td>27.</td><td>Engine Make Year</td><td>:</td><td>1975</td></tr></table>	1.	Vessel Name	:	MFV Saraswati	2.	L.O.A.	:	36.57 Mts.	3.	Registered Length	:	33.42 Mts.	4.	G.R.T.	:	311.66	5.	N.R.T.	:	151.95	6.	Breadth	:	8.02 Mts	7.	Molded Depth	:	4.40 Mts. – Mean: 3.22 Mts.	8.	Official No.	:	F.BOM 0040	9.	Call Sign	:	ATVQ	10.	Flag	:	Indian	11.	Type	:	Fishing	12.	Port of Registry	:	Mumbai	13.	Year of Built	:	1980	14.	Place of Registered	:	Vasco-de-Gama (Goa) yard – 1086	15.	Year of Registered	:	1982	16.	Engine Make	:	Caterpillar 615.45 KW, 825 BHP	17.	B.H.P.	:	1225 R.P.M	18.	Cylinder	:	12 V, 4 Stroke	19.	Single Screw	:		20.	MMSI No.	:	419900370	21.	SAT- C, ID	:	441900658	22.	Lifesaving appliances	:	For 38 Persons	23.	Engine Number	:	67B2130	24.	Fresh Water Capacity	:	48 M/T	25.	Fuel Capacity	:	78000 Ltr.	26.	M/E Fuel Consumption	:	100 Ltr./ Per hour.	27.	Engine Make Year	:	1975	
1.	Vessel Name	:	MFV Saraswati																																																																																																											
2.	L.O.A.	:	36.57 Mts.																																																																																																											
3.	Registered Length	:	33.42 Mts.																																																																																																											
4.	G.R.T.	:	311.66																																																																																																											
5.	N.R.T.	:	151.95																																																																																																											
6.	Breadth	:	8.02 Mts																																																																																																											
7.	Molded Depth	:	4.40 Mts. – Mean: 3.22 Mts.																																																																																																											
8.	Official No.	:	F.BOM 0040																																																																																																											
9.	Call Sign	:	ATVQ																																																																																																											
10.	Flag	:	Indian																																																																																																											
11.	Type	:	Fishing																																																																																																											
12.	Port of Registry	:	Mumbai																																																																																																											
13.	Year of Built	:	1980																																																																																																											
14.	Place of Registered	:	Vasco-de-Gama (Goa) yard – 1086																																																																																																											
15.	Year of Registered	:	1982																																																																																																											
16.	Engine Make	:	Caterpillar 615.45 KW, 825 BHP																																																																																																											
17.	B.H.P.	:	1225 R.P.M																																																																																																											
18.	Cylinder	:	12 V, 4 Stroke																																																																																																											
19.	Single Screw	:																																																																																																												
20.	MMSI No.	:	419900370																																																																																																											
21.	SAT- C, ID	:	441900658																																																																																																											
22.	Lifesaving appliances	:	For 38 Persons																																																																																																											
23.	Engine Number	:	67B2130																																																																																																											
24.	Fresh Water Capacity	:	48 M/T																																																																																																											
25.	Fuel Capacity	:	78000 Ltr.																																																																																																											
26.	M/E Fuel Consumption	:	100 Ltr./ Per hour.																																																																																																											
27.	Engine Make Year	:	1975																																																																																																											