

TENDER DOCUMENT

FOR

Annual Rate Contract for Painting and Other Civil Works at CIFE Mumbai



ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION
(A University Established Under Sec.3 of UGC Act, 1956)
VERSOVA, MUMBAI – 400 061

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ICAR- CENTRAL INSTITUTE OF FISHERIES EDUCATION
(Deemed University)
Fisheries University Road, Versova, Mumbai – 400 061

F. No. 32(164)/Works/2019-20/F-34

Date : 21-02-2020

NOTICE INVITING ONLINE OPEN TENDER

The Director, Central Institute of Fisheries Education (CIFE), Mumbai-400 061 invites online Tenders in a **Two Bid System** (Technical and Financial Bid) from the eligible, experienced, and registered Agencies/Contractors for **“Annual Rate Contract for Painting & Other Civil Works at CIFE, MUMBAI.”** Tender document will be issued on line from **21.02.2020 to 28.02.2020**. Tender form can also be downloaded from CIFE’s website **www.cife.edu.in** OR CPPP.

An amount of **Rs.75,000/- (Rupees Seventy five thousand Only)** towards EMD should be deposited in the form of crossed Demand Draft payable to **“ICAR Unit-CIFE”** at Mumbai. The Tenders/Bidders who do not deposit EMD in the above said manner are liable to be rejected. Incomplete Tenders and the Tenders received after the due date and time will not be accepted. Original DD of EMD should be deposited in the office of Office-in- charge (Works) on behalf of Director, ICAR-CIFE, Mumbai before the last bid date and time of submission of bid, failing which the tender shall be rejected without any communication.

The Director, CIFE, Mumbai reserves the right to accept or reject any or all tenders without assigning any reason whatsoever it may be. No correspondence shall be entertained in this regard.

SENIOR ADMINISTRATIVE OFFICER

ICAR- CENTRAL INSTITUTE OF FISHERIES EDUCATION
(Deemed University)
Fisheries University Road, Versova, Mumbai – 400 061

F. No. 32(164)/Works/2019-20/F-34

Date : 21-02-2020

ONLINE OPEN TENDER NOTICE

**Name of the work : Annual Rate Contract for Painting & Other Civil works at CIFE
Mumbai-reg-**

The Director, Central Institute of Fisheries Education (CIFE) Mumbai - 400 061 invites Open tender on CPP portal for the work titled “**Annual Rate Contract for Painting & Other Civil works at CIFE Mumbai**” from eligible and approved Govt. Registered Contractors i.e. CPWD/PWD/BSNL/MTNL/Any Other similar Govt. Organizations.

IMPORTANT INFORMATION FOR BIDDERS

Date for Issue/Publishing the tender	: From 21.02.2020 12:15 Hrs
Last date for receiving the Tender	Up to 28.02.2020 1500 hrs.(07 Days from date of issue/publication)
Date of opening of Tender	:On 29.02.2020 At 15:30 hrs. (Next day of the last date of bid submission)
Date of completion of Work	: 1 Year from award of work
Earnest Money Deposit (EMD)	: Rs.75,000/- (Rupees Seventy five Thousand only) in the form of Demand Draft draw in favour of “ ICAR Unit CIFE Mumbai ”.
Original DD of EMD should be submitted to OIC (Works), CIFE Mumbai, on behalf of Director, ICAR-CIFE, Mumbai before the bid/tender submission end of date and time.	

The Director of the Institute reserves the right to accept or reject any or all Tender without assigning any reasons whatsoever. No correspondence shall be entertained in this regards.

Senior Administrative Officer

INSTRUCTIONS TO BIDDERS, TERMS & CONDITIONS OF CONTRACT FOR EXECUTION OF WORKS

(1) The Following list of Documents is to be scanned and uploaded on CPPP with tender NIT within the period of bid submission, failing which the tender shall be rejected out rightly:

- Demand draft of EMD fee and same original Demand Draft of EMD should be submitted to office of OIC (W), CIFE Mumbai, on behalf of Director, ICAR-CIFE Mumbai before the bid submission end date and time.
- A copy of contractor's valid registration with CPWD/ PWD/ MES/ BSNL/ MTNL/ P & T/ All India Radio/ PSU/ Any Other similar Govt. Organizations.
- Copy of Pan and Aadhar Card.
- Certificate of Registration for GST etc acknowledgement of up to date filed return.
- Experience of two works of similar nature of last three years with satisfactory completion.
- A Photostats (i. e Xerox) copy of blank cheque for making payment by RTGS method.

2. Original DD towards EMD must be submitted to the Office, OIC (Works) on behalf of Director – ICAR-CIFE, Mumbai before the time and date of opening of Tender/Bid, failing which the Tender will be summarily rejected without any communication.

3. The work shall be executed as per CPWD specifications.
4. 1% water and electrical charges will be recovered from the bill if supplied by the Department.
5. Tender Documents accompanied by an Earnest Money Deposit (EMD) amounting to **Rs.75,000/- (Rupees Seventy five thousand only)** should be paid in the form of crossed demand draft drawn in favour of **"ICAR Unit, CIFE, Mumbai"**.
6. Competent authority may increase or decrease the actual quantity of works at the site. Any other extra item to be required at site to complete the work will be executed as per the lowest quoted rates on DSR-2018 as per CPWD norms
7. The rates shall remain valid for 180 days from the date of opening of Tender.
8. Tender received after due date and time shall not be entertained.
9. Contractor/ agency should be experienced in above said work.
10. The EMD of unsuccessful bidders will be returned within 15 days from the date of award of work to successful bidder.
11. **The successful bidder has to pay Security Deposit amounting to 10% of the quoted amount.** The security deposit will be released only after six months from the date of successful completion of work.
12. The defect liability period is 6 months from the date of completion of works. Any defect arising in the defect liability period is to be rectified by the contractor without any extra cost, failing which the same shall be done departmentally at the **"risk and cost"** of the contractor and the amount of expenditure shall be deducted from the security deposit.
13. The quoted rates should be inclusive of cost of material, carriages, whatsoever, storage, watch and ward, wastages, etc. The quoted rates shall not be increased under any circumstances.
14. TDS will be deducted at source from the bill as per rules if applicable.
15. The Institute will not supply any tools, equipments, materials storage. The contractor has to make their own arrangement.

16. The EMD submitted by the bidder is liable to be forfeited by the Institute, if the selected firm/bidder fail to commence the work within seven days from the date of receipt of work order.
17. The work shall start within 5 days from the date of award and complete within 30 days failing which a penalty @ 1% per day delay will be imposed on the bill amount maximum up to 10%. The work must be completed within the specified time period.
18. The EMD submitted by the bidder is liable to be forfeited by the Institute, if the selected firm/bidder fail to commence the work within seven days from the date of receipt of Work order.
19. Works are to be executed strictly as per the specifications mentioned in the tender document failing which work shall be rejected.
20. The material used for renovation must be approved by the officer In-charge (Works)/ site in-charge before using failing which works shall be rejected.
21. The agency has to abide by all rules and regulations pertaining to labour act. The contractor has to take all necessary steps for the welfare measures of labours employed by him at the site.
22. The agency will be fully responsible for providing medical facilities to their labourers in case of any accident, etc. Matters related to labour welfare/problems should be dealt by the contractor only. CIFE, Mumbai shall not be responsible in such matters.
23. Taxes, if any should be clearly mentioned in the quotation, failing which it will be presumed that the quoted rates are inclusive of all taxes. No additional tax will be allowed if the same is not mentioned in the quotation/tender/bid.
24. The tenderers/bidders in their own interest are instructed to visit the site for understanding the nature of work, site condition etc.
25. The Director, CIFE, Mumbai reserves the right to accept or reject any or all tenders without specifying any reason whatsoever. No correspondence shall be entertained in this regard. The decision of the Director, CIFE, Mumbai shall be final and binding on all concerned in such matters.

Note : Other conditions for composite tenders and any special condition as applicable may also be added and Notice may be modified suitably by NIT approving Authority.

Yours faithfully,

Senior Administrative Officer

Enclosed: BOQ with technical specifications.

INSTRUCTIONS TO BIDDERS, TERMS & CONDITIONS OF CONTRACT FOR EXECUTION OF WORKS

SECTION-1

GENERAL INSTRUCTIONS

1.1.0 GENERAL

The work is to be executed for the benefit of Central Institute of Fisheries Education (Deemed University - ICAR), off. Yari Road, Andheri (W), Mumbai-400 061.

1.2.0 SITE VISIT

The tenderers is advised in his own interest to visit/ examine the site of work before submission of his tender. He may obtain all relevant information that may be necessary for preparation of the bid.

1.3.0 TENDER DOCUMENT

1.3.1 The tenderer requiring further information or clarification on the Tender document may contact the Officer -in-Charge (Works), Central Institute of Fisheries Education, up to the closing date, during office hours only.

1.5.0 SIGNING OF DOCUMENT

All pages of tender document including various annexure shall be signed and stamped at the lower right hand corner and wherever required by the tenderer.

1.6.0 EARNEST MONEY DEPOSIT (EMD)

1.6.1 The tenderer shall pay Earnest Money Deposit along with the tender, the sum as indicated in the section- III, in the form of Crossed Demand Draft payable to "**ICAR Unit - CIFE" Mumbai.**

1.6.2 The Earnest money of the tenderer shall be forfeited to CIFE without prejudice to any other rights or remedies.

- a) If the tenderer withdraws his tender during the period of tender validity specified in the tender document.
- b) If, after acceptance of his tender, the tenderer fails to take up the job.
- c) If, the tenderer fails to sign the contract in accordance with the terms and conditions of the contract.
- d) If, after acceptance of his tender, the tenderer fails to furnish the balance of Security Deposit.

- e) If, after acceptance of his tender, the tenderer fails to commence the work within seven days after receipt of work order to that effect.

1.6.3 The tenders received without the EMD in the prescribed form shall be rejected.

1.7.0 PERIOD OF VALIDITY OF TENDER

The tender shall remain **valid for one year** after the date of opening prescribed by CIFE.

1.8.0 CARE IN SUBMISSION OF TENDER

1.8.1 Before submitting his tender, the tenderer shall be deemed to have satisfied himself by actual inspection of the site and locality regarding the site conditions, working hours, availability of material, stacking space for materials, Approach roads, available working area, working conditions of the Institute, Etc., that are likely to be encountered during the execution of works, and he shall be deemed to have taken all these factors into account while quoting his rates. The rate quoted by him shall be deemed to be all inclusive for completion of work to the satisfaction of the Officer-in-Charge (Works), CIFE, Mumbai.

1.8.2 The tender document shall not contain any interlineation, erasures or overwriting except as necessary to correct the errors made by the tenderer in which case such correction shall be initialed by the tenderer along with his company's stamp.

1.8.3 The tender duly filled in all respects must be received by the Director, CIFE, Mumbai not later than stipulated time and date as mentioned in Section -III.

1.8.4 The sealed envelopes containing EMD shall be super scribed with the name of the work, Tender ID on front and back side the name of bidder and its address.

1.9.0 OMISSION AND DISCREPANCIES

Should a tenderer find discrepancies in, or omissions from the drawings or any of the tender documents or should be in doubt as to their meaning, he should at once notify the authority inviting the tenders. Who may send a written instruction to all the tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account.

1.10.0 OPENING OF THE TENDER

At the advertised time and date, the tenders will be opened on CPPP in CIFE Mumbai New Campus.

1.11.0 CANVASSING

Any effort by the tenderer to influence the representatives of CIFE in making the decision in respect of tender evaluation or award of contract will result in rejection of the tender.

1.12.0 RIGHT OF CIFE TO DEAL WITH TENDERS

The Director, CIFE, Mumbai, reserves the right to accept or reject any tender or all the tenders at any time prior to award of contract without assigning any reasons whatsoever and no correspondence shall be entertained in this regard.

1.13.0 MISLEADING INFORMATION

If the tenderer/tenderers deliberately gives/give any wrong information or suppresses/any material facts or makes/make false representations in this tender or creates/create circumstances for the acceptance of his/their tender, CIFE reserves the right to reject such tender at any stage or cancel the order even after acceptance of the tender at the risk and cost of the tenderer/ tenderers.

1.14.0 AWARD OF WORK

CIFE will notify the successful tenderer in writing by a registered letter to be confirmed that his tender has been accepted.

1.15.0 SECURITY DEPOSIT

1.15.1. The successful tenderer has to pay **10% of the tendered amount** as security deposit in the form of crossed Bank draft payable to **"ICAR Unit - CIFE" Mumbai** before submission of bill after completion of work, failing which the same shall be deducted from the bill of the contractor.

1.15.2. **Security deposit shall be refunded after 180 days from the date of successful completion of the job.**

1.16.0 COMPLETION OF JOB

- 1.16.1.** All the jobs as per the enclosed annexure shall be completed positively on or before the prescribed time and date as indicated in Section –III.
- 1.16.2.** If the successful tenderer fails to complete the job without any reason within the stipulated time period as prescribed by CIFE against each job, penalty shall be charged as per rules mentioned in the "Conditions of contract".
- 1.17.0 OTHER INFORMATION**
- 1.17.1.** Non-compliance with any of the conditions set forth here above is liable to result in the tender being ejected.
- 1.17.1.** The tender documents are not transferable.

SECTION -II

GENERAL CONDITIONS OF CONTRACT

CLAUSE 1: EXECUTION OF CONTRACT DOCUMENT

- 1.1 The tenderer whose tender is accepted shall be required to appear at the office of the "Officer-In-charge (Works)" in person to execute the contract documents within five days from the date of receipt of workorder.
- 1.2 The tenderer shall quote his rates complying with the instructions contained in the tender documents and must tender for all items in the tender schedule by quoting his/her rate for the same. The items shown in the tender schedule are given as a guide and are approximate only and are subject to variation according to the needs of CIFE. The CIFE does not also guarantee work under each item of the schedule. No correspondence shall be entertained in this regard.
- 1.3 The tenderer shall keep the offer open for a minimum period of **180 days** from the date of opening of tender or the period extended further by mutual consent from time to time.
- 1.4 Works are required to be completed strictly within the time.
- 1.5 The tenderer shall not take the advantage of any misinterpretation of the conditions due to typing or any other error/errors and if any doubt, shall bring such error/errors to the notice of CIFE without delay.

CLAUSE 2: COMMENCEMENT OF WORK

The contractor shall commence the works on site within a period of **5 days** from the date of issue of letter of work award. Thereafter the contractor shall proceed with the works with due expedition to complete the works within the stipulated time period.

CLAUSE 3: TENDERED RATES (Encl : BOQ)

- 3.1 The tendered rates shall be inclusive of all taxes and cases, and also inclusive of tax leviable in respect of work contract under provision of Govt. of Maharashtra Sales tax act.
- 3.2 The rates quoted by the contractor must be inclusive of sales tax. No extra payment on this account will be made to contractor. The quoted rates must be valid for **one year** from the date of opening of tender.
- 3.3 The contractor must visit the site and study the working conditions, site conditions, and the quantum of work involved before quoting the rates for lump sum items. No claim of the contractor shall be entertained in under estimation of Lump sum items.

CLAUSE 4: EARNEST MONEY DEPOSIT

- 4.1 **Earnest Money of Rs.75,000/- (Rupees Seventy five thousand only)** along with the tender should be in the shape of Crossed Demand Draft payable to **ICAR UNIT- CIFE, Mumbai**, the tenderer who do not deposit the EMD in the form shall summarily reject. The tenderer who deposit EMD less than the prescribed amount shall be rejected.
- 4.2 The Earnest money of the Unsuccessful tenderers will be refunded on deciding about acceptance or otherwise of the tender or Expiry of the period of tender validity, whichever is earlier (minimum 10-15 days and maximum up to the completion of tender validity period).
- 4.3 The Earnest money of the tenderer shall be forfeited to CIFE without prejudice to any other rights or remedies.
- 4.4 If the tenderer withdraws his tender during the period of tender validity specified in the tender document.
 - (a) If, after acceptance of his tender, the tenderer fails to take up the job.
 - (b) If, the successful tenderer fails to sign the contract in accordance with the terms and conditions of the contract.
 - (c) If, after acceptance of his tender, the successful tenderer fails to furnish the balance of Security deposit.
 - (d) If, after acceptance of his tender, the successful tenderer fails to commence the work within seven days from the date of receipt of work order to that effect.

CLAUSE 5 : SECURITY DEPOSIT (SD)

- 5.1 The successful tenderer has to deposit an amount equal to 10% of the tendered value, in the form of crossed Demand Draft drawn in favour of "**ICAR Unit - CIFE, Mumbai**", towards security deposit.
- 5.2 The Earnest Money of the successful tenderer shall be treated as part of Security Deposit.
- 5.3 If the successful tenderer has to deposit **10% of the tendered amount** as security deposit in the form of crossed Bank draft payable to "**ICAR Unit - CIFE" Mumbai**" before submission of bill after completion of work, failing which the same shall be deducted from the bill of the contractor.
- 5.4 If any time before the security deposit or any part thereof is refunded to the contractor, it shall appear to the Officer-In-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of quality inferior to that contracted for, or are otherwise not in accordance with the contract it shall be lawful for the Officer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so specified and provided & other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Officer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days during which the failure so continues and in the case of any such failure the Officer-in-charge may rectify or and remove, re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Officer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fixtherefore.
- 5.5 The Security Deposit shall be released after 180 days from the date of successful completion of the job.
- 5.6 If the contractor fails to rectify the defects after the receiving written instructions from CIFE, such works shall be done departmental, and the expenditure shall be deducted from the security deposit of the contractor.

CLAUSE 6: LABOUR ACT

- 6.1 No contractor shall Employ any person who is under the age of 18 years. Officer-In-charge (Works) is authorized to remove from work any person who is below 18 years.
- 6.2 The contractor shall pay fair and reasonable wages to the workmen employed by him. In the event any dispute arising between the contractor and his workmen on the ground that the wages paid are not fair and reasonable, the dispute shall be referred without any delay to the Director CIFE, Mumbai. The decision of the Director CIFE, shall be conclusive and binding on the contractor.
- 6.3 All facilities provided in the contract labour act should be provided (Regulation and Abolition Act 1971).
- 6.4 The contractor shall pay fair and reasonable wages as per the minimum wages act(Govt. of India/ Govt, of Maharashtra, whichever is highest) prevailing in the locality.
- 6.5 The contractor shall duly comply all provisions of contract labour act(Regulation and Abolition) 1979 and Maharashtra contract labour(Regulation and Abolition) rules 1971, as amended from time to time and all other relevant status and statutory provision concerning payment of wages particular to the workmen employed on the site.

CLAUSE 7: SAFETY OF THE WORKERS

- 7.1 The contractor shall be responsible for and shall pay any compensation to his workmen under the Workmen's compensation act 1923 (VIII of 1923) (hereafter call the said act) for injuries caused to the workmen.
- 7.2 The contractor shall be responsible for and shall pay the expenses or providing any medical aid to any workman who may suffer bodily injury as a result of an accident.
- 7.3 The contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of workers employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with following regulations in connection therewith
 - (a) The workers shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.
 - (b) When work is carried on in proximity to any place where there is risk or drawing all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for prompt rescue of any person indanger
 - (c) Adequate provisions shall be made for first aid treatment of all injuries likely to be sustained during the course of work

CLAUSE 8: MODE OF PAYMENT

- 8.1 The payment will be made only after successful completion of the entire job. The contractor should submit the first and final bill within 15 days after completion of the work and same will be paid within a month if it is in order.
- 8.2 **Part payment or Running bill is not accepted.** No correspondence shall be entertained in this regard.
- 8.3 All payments for the work will be made through RTGS/NEFT
- 8.4 Regarding all payments, inquiry shall be made only to the Officer-in-charge (Works), CIFE, Mumbai.

CLAUSE 9: TECHNICAL SPECIFICATIONS

- 9.1 The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards material and every other respect in strict accordance with specifications as mentioned in the tender document against each job.
- 9.2 Every effort has been made to give detailed specifications for each and every item in the schedule; however, wherever specifications mentioned by CIFE are not sufficient, the works should be carried out as per CPWD technical specification and works manual with latest correction slip.
- 9.3 In general, all the works should be carried out conforming to ISI test standards and specifications. All the materials used in construction shall confirm to the requirement of latest IS specifications
- 9.4 The Officer-In charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Officer-in-charge and such alteration shall not invalidate the contract. Payment of such additional works which are not included in the quantities and rates of original tender schedule shall be made on the basis of CPWD Delhi schedule (1997) rates and procedures. Where, however, the work is to be executed according to the designs, drawing and Specifications recommended by the contractor and accepted by the competent authority of CIFE, the alterations above referred to shall be within the scope of such designs, drawings and specifications appended to the tender.
- 9.5 The successful tenderer should make own arrangement to obtain all materials required for the work like cement, sand, water, electricity, etc.
- 9.6 Samples of all vital materials like paint, primer, polish, etc, are to be approved by the Officer-in-charge(Works), CIFE, Mumbai. The tenderer has to bear the cost of samples.
- 9.7 In all cement involved works 53 grade cement (Ambuja / Birla / L&T or equivalent) to be used.

CLAUSE 10: UNSATISFACTORY AND DEFECTIVE WORKS

- 10.1 Defective work is liable to be rejected at any stage. The contractor on no account can refuse to rectify the defects merely on reasons that the further work has been carried out. No extra payment shall be made for rectification.
- 10.2 If the progress of any particular portion of the work is unsatisfactory, the Officer In-charge shall notwithstanding that the general progress of the work , be entitled to take action after giving the contractor 10 days notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action

CLAUSE 11: INCOMETAX & WORK CONTRACT TAX DEDUCTION

- 11.1 TDS (Tax Deducted at Source) will be as per prevailing rules and regulations of Income Tax Department.

CLAUSE 12: DEDUCTION FOR ELECTRICITY AND WATER CHARGES

12.1 If water and electricity is required to be used from the CIFE campus, then the contractor has to ask for the same in writing, for which the charges as per the relevant CPWD rules and regulations shall be deducted from the bill of the contractor (i.e. 1 % for water in all water-cement items, and 1 % for the items wherever Electricity is consumed/ utilized)

CLAUSE 13: DAMAGES TO GOVT.PROPERTY

13.1 Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Govt. property including any damage caused by spreading of fire, shall be estimated by the Officer in-charge subject to the decision of the Director, CIFE, on appeal shall be final and the contractor shall bound to pay the amount of the assessed compensation on demand, failing which, the same will be recovered from the bill of the contractor.

13.2 The contractor shall be responsible for making good the damages done to the existing property or work during construction by his men

CLAUSE 14: SUPERVISION AND INSPECTION OF WORKS AND QUALITY CONTROL

(a) SUPERVISION

The contractor shall either himself supervise the execution of the works or shall appoint the competent engineer approved by the Officer-in-charge, to act on his behalf. If in the opinion of the Officer-in-charge, the contractor has himself no sufficient knowledge and experience of receiving instructions or cannot give his full attention to the works, the contractor shall at his own expenses, employ as his accredited agent a qualified Engineer approved by the Officer-in-charge. If the contractor fails to appoint a suitable agent, the Officer –in-charge will suspend the works until a suitable agent is appointed and the contractor shall be responsible for the delay so caused to the works and the contractor shall not be entitled for any compensation on this behalf

(b) INSPECTION

The contractor shall inform the Officer-in-charge in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without affecting the further progress of the work. The work shall not be considered to have been completed in accordance with the terms of contract until the Officer-in- charge shall have certified in writing to that effect. Approval of materials of workmanship or approval of part of the work during the progress of execution shall not bind the Officer-in-charge or in any way affect him even to reject the work which is alleged to be completed and suspend the issue of his certificate of completion until such alternations and modifications or reconstruction's have been effected at the cost of the contractor as shall enable him to certify that the work has been completed to his satisfactions. The contractor shall provide at his cost necessary ladders and such arrangements as to provide necessary facilities and assistance for proper inspection of all parts of the work at his own cost.

CLAUSE 15: MODE OF MEASUREMENT

- (a) All measurements will be recorded in MKS / SI units, with accuracy up to plus or minus one centimeter. CPWD method of measurement shall be adopted for taking measurements.
- (b) Measurement of each and every item will be recorded on the day of it's actual execution. The measurements shall be recorded in the presence of the contractor or his authorized agent. The measurements recorded by the site engineer shall be final and binding on the contractor in case they remain absent during the measurement. No correspondence shall be entertained in this regard.
- (c) Measurements area of granite, tiles, marble, Aluminum sections, etc shall be taken on clear cut exposed areas only.
- (d) In addition to above, the normal CPWD mode of measurement will be adopted wherever CIFE, terms and conditions on this account are not sufficient.

- (e) Where for proper measurements of the work, it is necessary to have an initial set of levels or other measurements taken, the same recorded as in the authorized field book, measurement book of Government by the Officer-in-charge or his authorized representative will be signed by the contractor who will be entitled to have a true copy of the same made at his cost. Any failure in the part of the contractor to get such levels etc. recorded before starting the work will render him liable to accept the decision of the Officer-in-charge as to the basis of taking measurements. Likewise the contractor will not cover any work which will render its subsequent measurement difficult or impossible without first getting the same jointly measured by him and authorized representative of the Engineer in-charge. The record of such measurements on the Government side will be signed by the Contractor and he will be entitled to have a true copy of the same at his cost.

CLAUSE 16: SAMPLES AND TESTING OF MATERIALS

- 16.1 All materials to be used on the work shall be got approved in advance from the Officer-in-charge and shall pass the test or analysis required by him which will be;
- a. As specified in the specification for the items.
 - b. I.S.I, specifications for the items.
 - c. Such recognized specifications acceptable to Officer-in-charge as equivalent thereto or in absence of such authorized specification. Such requirement test and/or analysis as may be specified by the Officer-in-charge in order of precedence given above.
 - d. The contractor shall at his risk and cost make all arrangements /or shall provide for all such facilities as the Officer-in-charge may require for collecting, preparing required number of samples for tests or analysis at such time and to such places as may be directed by Officer and bear all such charges. Such samples shall also be deposited with the Officer-in-charge.
 - e. The contractor shall, if and when required, submit at his cost the samples of the materials to be tested or analyzed and if so directed, shall not make use of incorporate in the works any material to be represented by the samples until the required test or analysis have been made and the materials finally accepted by the Officer-in-charge.
 - f. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measure required to be taken on account of and as a result of testing of the materials.
 - g. In case of materials procured by the contractor, testing as required by the codes and specifications shall be arranged by him at his own cost. Testing shall be done in the presence of authorized representative of the Officer-in-charge at the nearest approved laboratory. In addition testing other than as required by specification is ordered the testing charges, shall be done the Department, if the last results are satisfactory and by the contractor if the same are not satisfactory

CLAUSE 17: CLAIMS

- 17.1 No extra work shall be done without the written permission of Officer in-charge. No claim of extra work shall be paid separately.
- 17.2 Claims for any extra work shall be registered **within 30 days of occurrence** of the event along with first and final bill. No separate bill shall ever be made for any additional or extra works done. CIFE shall not be responsible if the contractor executes any extra work without written order

CLAUSE 18: HANDING OVER OF WORK:

- 18.1 All the works and materials before final taken over by Government, will be the entire liability of the contractor for guarding, maintaining and making good any damages of any magnitude, interim payments made for such work will not alter this position. The handing over the contractor and taking over by the Executive Engineer or his authorized representative will be always in writing of which copies will go to Executive Engineer or his authorized representative and the contractor, it is however understood that before taking over such work Govt. will not put into regular use of

distinct from casual or incidental one, except as specifically mentioned elsewhere in this contract or as mutually agreed to.

CLAUSE 19: OTHER CONDITIONS

- 19.1 No work shall be done on Sunday and other holidays without the prior permission in writing of the Engineer-in-charge.
- 19.2 Any contractor who does not accept these conditions shall not be allowed to tender for works.
- 19.3 The contractor shall not sublet or assign his contract to others.
- 19.4 Except where otherwise specified in the contract the decision of the Director, CIFE, Mumbai, shall be final and binding on all parties of the contract upon all questions relating to the meaning of the specifications, designs, drawings, etc, or as to any other question, claim, right, matter, or thing whatsoever, in any way arising out of, or relating to the contract, design, drawing, specifications, etc, or otherwise concerning the works, or the execution, or failure to execute the same, whether arising, during the progress of the work, or after the completion, or abandonment thereof.
- 19.5 If the contractor stops the work in between due to his personal reasons, financial grounds, etc, for more than ten days after the commencement of works, the competent authority of CIFE shall issue a notice to the contractor to this effect. The contractor has to execute the works within seven days from the date of receipt of the notice, failing which the contract will be terminated, and incomplete works will be executed by some other party at the risk and cost of the contractor. The decision of the Director, CIFE, Mumbai, will be final in this regard without prejudice to any other rights or remedies whatsoever.

Sr. Administrative Officer

ANNEXURE -1

AN UNDERTAKING TO BE SIGNED BY THE CONTRACTORS

TO

**THE DIRECTOR
CENTRAL INSTITUTE OF FISHERIES EDUCATION
OFF YARI ROAD, PANCH MARG,
VERSOVA, ANDHERI (W),
MUMBAI - 400 061**

Dear Sir,

1. Having examined the tender document thoroughly including instructions to Tenderers, conditions of Contract, Technical specifications, mode of Payment, Schedule of Contract, Quantities, Drawings, other schedules and Annexure, etc, (everything mentioned in the tender document), for execution of above mentioned jobs, We the undersigned offer to execute and complete the above works, if we are awarded the job
2. We undertake, if our Tender is accepted, to commence the works within five days of issue of acceptance letter to commence and to complete the whole works comprised in the contract within the stipulated time period as mentioned in the Tender document
3. If our tender is accepted, we will furnish the Security Deposit as per the terms and conditions mentioned in the Tender Document
4. 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.
5. We understand that you are not bound to accept the lowest or any tender you may receive.
6. 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 contract, and in default thereof to and pay to CIFE the sums of money mentioned in the said conditions.

Seal:

(Signature of the Tenderer)

Date:

ANNEXURE -II

DETAILS OF EARNEST MONEY DEPOSIT (EMD)

1. JOB:

AMOUNT: Rs.75,000/- (Rupees Seventy five thousand only):

DEMAND DRAFT NO:

DATE OF DRAWN:

NAME OF THE BANK:

ANY OTHER DETAILS:

DATE:

SEAL:

(SIGNATURE OF THE TENDERER)

CENTRAL INSTITUTE OF FISHERIES EDUCATION						
(DEEMED UNIVERSITY, ICAR),						
MUMBAI – 400 061						
SCHEDULE						
Name of work- <u>Annual rate contract for painting and other civil works at CIFE Mumbai.</u>						
S. No.	Description	DSR	Qty	Unit	Rate	Amount (Rs.)
1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level(a)"1:2:4 (1 cement : 2 coarse sand (zone-III) : 4 graded stone aggregate 20 mm nominal size).	4.1.3 / Pg-86	3.00	cum	6788.60	20365.80
2	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in :(a)Cement mortar 1:4 (1 cement : 4 coarse sand)	6.4.1 / Pg-108	3.00	cum	7809.25	23427.75
3	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	13.91 / Pg-236	6000.00	sqm	18.25	109500.00
4	18 mm cement plaster in two coats under layer 12 mm thick cement plaster 1:5 (1 cement : 5 coarse sand) finished with a top layer 6 mm thick cement plaster 1:6 (1 cement : 6 fine sand).	13.11 / Pg-229	500.00	sqm	399.30	199650.00
5	6 mm cement plaster 1:3 (1 cement : 3 fine sand) finished with a floating coat of neat cement and thick coat of Lime wash on top of walls when dry for bearing of R.C.C. slabs and beams.	13.86 / Pg-236	250.00	sqm	301.65	75412.50
6	Providing and applying plaster of paris putty of 2 mm thickness over plastered surface to prepare the surface even and smooth complete.	13.26 / Pg-230	4000.00	sqm	196.70	786800.00
7	Distempering with 1st quality acrylic distemper (ready mixed) of approved manufacturer, of required shade and colour complete, as per manufacturer's specification.(a)Two or more coats on new work. (Asian paints or equivalent)	13.90.1 / Pg-236	1000.00	sqm	87.15	87150.00
8	Wall painting with acrylic emulsion paint of approved brand and manufacture to give an even shade :(a)Two or more coats on new work (Asian paints or equivalent)	13.98.1 / Pg-237	3000.00	sqm	128.65	385950.00
9	Applying priming coat:(a)With ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel galvanised iron/ steel works (Asian paints or equivalent)	13.50.3 / Pg-232	800.00	sqm	50.70	40560.00

10	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : (a) Two or more coats on new work. (Asian paints or equivalent)	13.99.1 /Pg-237	800.00	sqm	121.55	97240.00
11	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface : (a) Water thinnable cement primer. (Asian paints or equivalent)	13.43 / Pg-230	1000.00	sqm	36.95	36950.00
12	Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade: (a) New work (Two or more coats applied @ 1.43 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm). (Asian paints or equivalent)	13.47.1 / Pg-232	1000.00	sqm	161.15	161150.00
13	Providing and applying French spirit polishing : Two or more coats on new works including a coat of wood filler. (Asian paints or equivalent)	13.68.1 / Pg-234	150.00	sqm	351.15	52672.50
14	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer in - charge. (a) Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	15.2.1 / Pg-257	3.00	cum	1737.45	5212.35
15	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. (a) In cement mortar	15.7.4 / Pg-258	3.00	cum	1469.90	4409.70
16	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	15.56 / Pg-263	750.00	sqm	39.00	29250.00
17	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved	15.60 / Pg-263	35.00	cum	138.85	4859.75
	Non-Schedule Items					
E-1	Providing and applying priming coat on concrete/masonry/Asbestos Cement plastered surfaces including scaffolding if necessary, preparing the surface by thoroughly cleaning oil, grease, dirt and other foreign matter and sand papering as required etc. complete. (a) Oil primer one or more coats. (Asian paints or equivalent)	N.S.	4000.00	sqm	33.60	134400.00
E-2	Providing and applying melamine polish of required finish to the wood work by spray machine including knotting and preparing the even surface by scraping, applying French polish, scaffolding if required etc. complete. (Asian paints or equivalent)	N.S.	175.00	sqm	773.00	135275.00
			Total of Schedule items			2120560.35
			Add cost index 22.18%			470340.29
			Total of Non-Schedule items			269675.00

	Net Total	2860575.64
	say Rs	28,60,576

Percentage above or Below or at par quoted by bidder _____

Percentage above or Below or at par quoted by bidder in words _____

Date:

Sign Of Bidder

