

ICAR-CENTRAL INSTITUTE OF FISHERIES EDUCATION  
(DEEMED UNIVERSITY)  
MUMBAI – 400 061



*TENDER FOR ANNUAL MAINTENANCE CONTRACT  
OF GARDENS AND HORTICULTURAL WORKS*



TENDER DOCUMENT

Phone: 6361446/7/ 8

Fax: 6361573 / 6348223

Panch Marg, Off Yari Road, Versova, Andheri (West), Mumbai – 400 061  
Website : [www.cife.edu.in](http://www.cife.edu.in)

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(DEEMED UNIVERSITY)  
Panch Marg, Off Yari Road, Versova, Andheri (West)  
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Tel. No. 022-26361446/7/8

Fax No. 022-26361573

Web Site: [www.cife.edu.in](http://www.cife.edu.in)

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F. No. 32(164)/Works/2016-17/F-13

Dated: 07 June 2016

### **NOTICE INVITING TENDER**

The Director, Central Institute of Fisheries Education (CIFE), Mumbai-400 061 invites sealed Tenders from the reputed and experienced Agencies/Contractors for **“Annual Maintenance Contract (AMC) of Gardens and Horticultural Works”** in the new campus of CIFE. Non-transferable Tender document containing details of works, and terms and conditions of the contract can be obtained from office of the undersigned on all working days on payment of **Rs. 1000/- (Rupees One thousand only)** in cash (payable at CIFE’s cash counter) or by Demand Draft payable to **“ICAR Unit - CIFE”** at Mumbai (Non-refundable). **Tender document will be issued from 07.06.2016 to 27.06.2016 on all working days between 11.00 AM and 4.00 PM.** The tender papers shall not be issued by post. Tender form can also be downloaded from CIFE’s website [www.cife.edu.in](http://www.cife.edu.in) and the cost of Tender document should be enclosed along with Technical bid in the form of Demand Draft/Pay Order, failing which the Tender shall be rejected.

The prospective Agencies/Contractors may attend the **Pre-bid meeting** scheduled on **24.06.2016 at 1500 hours** in the Committee Room No. 314 of the Main Academic Building in the new campus of CIFE. Sealed tenders will be received up to **1500 hours on 28.06.2016.** The Technical Bids shall be opened on the same day **at 1530 hours** in presence of the intended tenderers. An amount of **Rs. 30,000/- (Rupees Thirty Thousand only)** towards EMD should be deposited in the form of crossed Demand Draft payable to **“ICAR Unit-CIFE” at Mumbai.** The Tenders of the Agencies/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.

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)**  
**PANCH MARG, OPPOSITE PANCHAVATI BUILDING, OFF YARI ROAD, VERSOVA,**  
**ANDHERI (W), MUMBAI-400 061**

TENDER FOR ANNUAL MAINTENANCE CONTRACT OF GARDENS  
AND HORTICULTURAL WORKS (2016-17)

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TENDER ISSUED TO : \_\_\_\_\_

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Sign. of the Bidder

Senior Administrative Officer

**ICAR-CENTRAL INSTITUTE OF FISHERIES EDUCATION  
(DEEMED UNIVERSITY)  
PANCHAVATI, PANCH MARG, OFF YARI ROAD, VERSOVA, ANDHERI (W)  
MUMBAI - 400 061**

**TENDER FOR ANNUAL MAINTENANCE CONTRACT OF GARDENS AND  
HORTICULTURAL WORKS (2016-17)**

**TENDER SCHEDULE**

**IMPORTANT DATES AND INFORMATION**

<b>SNO</b>	<b>DETAILS OF SCHEDULE OF TENDER</b>	<b>DATE, TIME, AND INFORMATION</b>
1	ISSUE OF TENDER DOCUMENT	From 07.06.2016 to 27.06.2016
2	ACCEPTENCE OF SEALED TENDERS	Up to 1500 hours on 28.06.2016
3	OPENING OF TENDERS	At 1530 hours on 28.06.2016 in the Committee room of CIFE.
4	VALIDITY OF TENDER	90 days from the date of opening of Tender
5	CONTRACT PERIOD	One year
6	EARNEST MONEY DEPOSIT	Rs.30,000.00 (Rupees Thirty Thousand only) Demand Draft to be drawn in favour of "ICAR Unit - CIFE," payable at Mumbai.
7	PRE-BID MEETING	24 June 2016 at 1500 Hours
8	SECURITY DEPOSIT	10% of the Tendered Amount (For 1 Year)
9	TENDER COST	Rs. 1000.00

## SECTION - I

### GENERAL INSTRUCTIONS TO TENDERERS

#### GENERAL:

- 1 Sealed tenders are invited by the Director, Central Institute of Fisheries Education (CIFE), Mumbai on behalf of the Secretary, Indian Council of Agricultural Research (ICAR) from the eligible and reputed contractors for **Annual Maintenance Contract (AMC) of Gardens and Horticultural works** in the New University Campus of CIFE, Mumbai.
- 2 Non-transferable tender document containing details of the works to be carried out, terms and conditions of the contract, etc., can be obtained from the office of the Senior Administrative Officer, Central Institute of Fisheries Education (CIFE), Mumbai-400061 on payment of **Rs. 1000.00 (Rupees One Thousand only)** in cash payable at CIFE's cash counter on all working days during Office hours (1100 to 1600 hours) up to **27 June 2016**. Tenders shall not be issued by post.
- 3 The tender document can also be downloaded from CIFE's web site [www.cife.edu.in](http://www.cife.edu.in) . **The tenderers who download the tender document from CIFE website must enclose a Demand Draft for Rs.1000.00 drawn in favour of "ICAR Unit – CIFE" payable at Mumbai towards the cost of the tender document.** The tenders submitted without the Demand Draft for Rs. 1000.00 towards the cost of tender form shall be rejected.
- 4 Tenders, which must be placed in a sealed cover with the name of the Work / AMC written on the envelope, will be received at the Central Institute of Fisheries Education, Mumbai up to **1500 hours on 28 June 2016** and will be opened on the same day **at 1530 hours** in the Committee room of CIFE (New Campus). Tenders received after scheduled date and time shall not be considered.
- 5 This tender for "Annual Maintenance Contract (AMC) of Gardens and Horticultural works" is a **JOB CONTRACT on lump-sum amount per month basis**, and works are to be supervised by the contractor through an experienced person in the field of Garden Maintenance / Horticulture.

#### SITE VISIT:

The tenderers are advised in their own interest to visit and examine the site of work before submission of tender. They may obtain all relevant information that may be necessary for preparation of the bid. They may assess the quantum of work, present condition of the gardens, total area of the gardens, etc. If any clarification is required, tenderers may contact the Estate Officer or In-charge (Garden) or Senior Administrative Officer on all working days during office hours only.

## TENDER DOCUMENT:

The tenderer must fill and submit the tender document without making any additions or alterations in the tender document. No page shall be removed from or added to the complete set of tender document issued or downloaded. Incomplete tenders and those submitted not as per the instructions are liable to be rejected.

## MANNER OF SUBMISSION OF TENDER

- (1) The tender shall be submitted in a wax sealed envelope with the name of work super scribed over it. The name and address of the tenderer shall be written on the bottom left hand corner of the envelope. The tender shall be addressed to **“The Director, Central Institute of Fisheries Education (Deemed University), Panchavati, Panch Marg, Off Yari Road, Versova, Andheri (W), Mumbai – 400 061”**.
- (2) The sealed envelope shall contain the following:
  - (a) Tenderers covering letter (as per the enclosed Performa)
  - (b) Deposit receipt for Earnest Money (EMD)
  - (c) A copy of PAN Card
  - (d) Registration Certificate (Form–D or registration with CPWD/PWD/MES/Any Govt. Dept./BMC/Etc.) in support of establishment of the firm
  - (e) Experience certificate with full cliental list
  - (f) EPF and ESIC Registration Certificate from the Concerned Authorities
  - (g) Labour license. If not available, the same shall be obtained within a month from the date of issue of work order
  - (h) Service Tax Certificate
  - (i) Office organization of the Firm / Company giving information regarding office set up, Telephone , Fax, E-mail, etc.

## SIGNING THE 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.

## EARNEST MONEY DEPOSIT (EMD)

- (1) The tenderer shall pay **Rs.30,000=00** (Rupees Thirty Thousand only) towards Earnest Money Deposit (EMD) along with the tender in the form of Crossed Demand Draft payable to **“ICAR UNIT - CIFE,” Mumbai. The Agencies / Contractors having NSIC or similar certificates are exempted from paying EMD; however, such Agencies / contractors must pay Tender Cost.**
- (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 specified period of tender validity
  - (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 the stipulated time period

(3) The tenders received without EMD in the prescribed form shall be rejected

### **PERIOD OF VALIDITY OF TENDER**

The tender shall remain valid for **90 days** after the date of opening prescribed by CIFE.

### **PERIOD OF CONTRACT**

The present contract is for a period of one year. However, the contract can be extended based on the performance of the contractor for a period of one more year.

### **CARE IN SUBMISSION OF TENDER**

- (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, available working area, working conditions of the Institute, etc., that are likely to be encountered during the execution of works, and he shall deemed to have taken all these factors into account while quoting the rates. The rate quoted by him shall deem to be all inclusive for execution of work to the satisfaction of the Director, CIFE, Mumbai.
- (2) The tender document shall not contain any interlineations, erasures or overwriting except as necessary to correct the errors made by the tenderers in which case such correction shall be initialed by the tenderer along with his company's stamp.
- (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 the tender schedule. **Tenders received after due date and time shall not be accepted.** No correspondence shall be entertained in this regard.
- (4) Tenderer should mention all details like (office address, telephone number, fax, etc.) on their letter head.
- (5) Any tender received later than the dead line prescribed for submission is liable to be rejected

(6) The sealed envelopes shall be superscribed as **“Tender for Annual Maintenance Contract (AMC) of Gardens and Horticultural Works”**

### **OMMISSION AND DISCREPANCIES**

Should a tenderer finds discrepancies in, or omissions from the document or any of the tender documents or should be in doubt as to their meaning, he should at once notify the authority inviting the tender, who may send a written instruction to all the tenderers. It must 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 that account.

### **OPENING OF THE TENDER**

At the advertised time and date, the tenders received shall be opened in the presence of the intended tenderers in the committee room of CIFE, and where practicable the names of the tenderers and the rates quoted by them will be read out. **If the advertised date is declared as holiday, the tenders will be opened on the next working day at the same time.**

### **CANVASSING**

Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

### **RIGHT OF CIFE TO DEAL WITH TENDERS**

The right of acceptance of the tender will rest with the Director, CIFE, Mumbai, who does not bind himself to accept the lowest tender, and reserves to himself the authority to reject any or all tenders received without assigning any reasons whatsoever. Wherever, the tender in which any of the prescribed conditions is not fulfilled or incomplete in any respect is liable to be rejected without assigning the reasons. No correspondence shall be entertained in this regard

### **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.



## **AWARD OF WORK**

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

## **SIGNING OF CONTRACT**

The successful tenderer has to sign an agreement on non-judicial stamp paper of value Rs.100/- within 7 days from the receipt of offer of contract. The successful tenderer has to arrange the stamp paper at his own cost

## **SECURITY DEPOSIT (SD)**

The successful tenderers (including those who are holding NSIC registration) have to pay 10% of the tendered amount (equivalent Annual Value of the contract) as security deposit in the form of crossed Bank draft payable to "**ICAR UNIT - CIFE Mumbai**" before commencing the work. Security deposit will remain with the institute as long as the contract is in force. The security deposit can also be made in the form of FDR or Bank Guarantee drawn in favour of "**ICAR UNIT – CIFE**" **payable at Mumbai.**" The SD shall be submitted to the Office within seven days from the date of receipt of the letter of intent (LOI)

## **CERTIFICATES TO BE ENCLOSED**

The contractor must enclose copies of the following certificates along with the tender document, failing which the tender shall be rejected:

- Company's Registration Certificate
- Service Tax Number
- PAN Card
- Income Tax clearance/Annual Return copy of the last Financial Year
- Experience certificate with full cliental list
- EPF and ESIC Registration Certificate from the Concerned Authorities
- Labor license. If Labor license not available, the same shall be obtained from Concerned Authorities within a month from the date of issue of work order

## **OTHER INFORMATION**

1. Tenderers shall quote the rates as **LUMSUM AMOUNT PER MONTH** in the proper tender form. The quoted rates must be inclusive of Minimum Wages paid to workers, Contractor's profit, EPF, EISC, Bonus, Service Tax, etc., as applicable. The Agency must pay their workers the minimum wages and statutory benefits as notified by the Chief Labour Commissioner (Mumbai Central). The quoted amount shall remain firm throughout the contract period. The quoted rate shall not be increased during the contract period due to reasons whatsoever it may be.

2. The contractors should write in figures as well as in words the rate and amount tendered by them.
3. When a contractor signs a tender in an Indian language, the tendered amount or the total amount tendered should also be written in the same language. In case of illiterate contractors, the rate and amount tendered should be attested by a witness.
4. Contract period of the above work shall be one year from the date of commencement of the contract. The contract may be terminated at any time if the work is found to be of sub-standard or unsatisfactory and the amount of security deposit will stand forfeited.
5. On acceptance of the tender, the contractor shall communicate the name(s) of his authorized representative(s), if any, who would be in touch with the Campus In-charge of this Institute for executing the day to day works.

**All works pertaining to the maintenance of gardens and horticultural works shall be directly supervised by the Contracting Agency under the supervision of a qualified or highly experienced Supervisor. The Supervisor should be available in the campus on all days of the month.**

6. The contractor shall not be permitted to participate in the tender if his/her near relative is posted in any capacity at the CIFE, Mumbai.
7. Employee of ICAR/Central/State Govt. up to a period of two years after retirement can not work as a contractor without prior permission of the ICAR/Central/State Govt.
8. The workers deputed for execution of works should be able to carry out above mentioned works and they should not be less than 18 years of age.
9. Contractor or his authorized representative(s) should be available in the Institute for supervision of the works throughout the office hours. The supervisor must be a qualified or highly experienced person in the field Garden Maintenance and Horticultural works.
10. The contractor must pay the wages to his workers latest by the 3<sup>rd</sup> day of the following month. The contractor must abide by all laws, rules and regulations pertaining to engagement of labours. Payment to the workers must be made at par the minimum wages prescribed by the State Govt. / Ministry of labour, Govt. of India whichever is higher. The total amount of wages paid to the workers must include the minimum wages + EPF + ESIC + Other statutory benefits including bonus.
11. It will be obligatory on the part of the tenderers to tender and sign the tender documents for all the component parts and that after the work is awarded, he will have to enter into an agreement with the CIFE, Mumbai.

12. The tenderers shall submit list of departments/ organizations where they are already engaged in such type of work.
13. Non-compliance with any of the conditions set forth here above is liable to result in the tender being rejected.
14. It is the responsibility of the contractor to maintain cleanliness and good hygienic conditions in the campus.
- 15. Any injury/accident/death to the worker during the contract period shall be the total responsibility of the contractor, and the compensation, etc. payable under the labour laws shall be paid by the contractor. In no way the Institute shall be responsible for such incidents/cases**
16. The Contract can be terminated by the Director, CIFE on account of unsatisfactory works by giving a month's notice. This will be binding on the contractor.
17. Damages to be determined by the Director can be recovered from the contractor for any loss caused to the Institute by the Contractor or workers engaged by the Contractor.
18. Payment to the workers must be made either by crossed Cheque or RTGS in their bank account.

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

**Place: Mumbai  
Date: 06.06.2016**

**Sr. Administrative Officer**

## SECTION - II

### GENERAL CONDITIONS OF THE CONTRACT

#### CLAUSE 1: EXECUTION OF CONTRACT DOCUMENT

- 1.1 The tenderer whose tender is accepted shall be required to appear in the office of the Senior Administrative Officer, in person, to execute the contract documents within seven days from the date of receipt of work order.
- 1.2 Every contract shall be completed in respect of the documents it shall constitute. The contractor and the competent authority shall sign not less than 3 copies of the contract documents. The Agreement will be drawn on non-judicial stamp paper of value Rs.100/-. The contractor has to submit the stamp paper at his cost.
- 1.3 The tenderer shall keep the offer open for a minimum period of **90 days** from the date of opening of tender or the period extended further by mutual consent from time to time.
- 1.4 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 the Senior Administrative Officer of CIFE without delay.

#### CLAUSE 2: TENDERED RATES

- 2.1 The tenderer shall quote the rates as "**Lumsum amount per month**" complying with the instructions contained in the tender documents. The quoted rate must be inclusive of the followings:
  - Wages to be paid to the workers on minimum wages basis as notified by the Ministry of Labour & Social Justice, Government of India, from time to time
  - Contribution to EPF, ESIC and BONUS as per labour laws
  - Other statutory obligations as per prevailing labour laws
  - Contractor's profit.
  - Service tax to be paid to the Government
  - Any other facilities to be provided to the labourers as per the norms of Government.
  - Any other taxes which are mandatory and applicable from time to time.
- 2.2 The contractor must visit the site and study the working conditions, site conditions, and the quantum of work involved before quoting the rates as the contract is on the basis of lumsum amount per month. No claim of the contractor shall be entertained in under estimation of lumsum amount. The validity of tender must be **90 days** from the date of opening of tender.

- 2.3 Contractor shall not be permitted to increase the quoted amount during the contract period for any reason whatsoever it may be. He shall be liable to pay the statutory benefits to the workers during the period the contract is in force.

### **CLAUSE 3: EARNEST MONEY DEPOSIT (EMD)**

- 3.1 Earnest Money along with the Tender document should be in the form of Crossed Demand Draft payable to **"ICAR UNIT - CIFE, Mumbai**. The tenderer who do not deposit the EMD in the prescribed form shall be rejected. **The Agencies / Contractors having NSIC or similar certificates are exempted from paying EMD; however, such Agencies / contractors must pay Tender Cost.**
- 3.2 The tenderer who deposits EMD less than the prescribed amount shall be rejected.
- 3.3 The Earnest Money Deposit (EMD) of unsuccessful tenderers will be refunded on deciding about acceptance or other otherwise of the tender, or expiry of period of tender validity, whichever is earliest.
- 3.4 The Earnest money of the tenderer shall be forfeited to CIFE without prejudice to any other rights or remedies, under the following circumstances.
- (a) If a tenderer withdraws his tender during the tender validity period as specified in the tender document.
  - (b) If, after acceptance of his tender, the tenderer fails to take up the job.
  - (c) If, the successful tenderer fails to sign the contract in accordance with the terms and conditions of the contract.
  - (d) If, after acceptance of his tender, the successful tenderer fails to furnish the balance of Security deposit.
  - (e) If, after acceptance of his tender, the successful tenderer fails to commence the work within the specified time period

### **CLAUSE 4: SECURITY DEPOSIT (SD)**

- 4.1 The successful tenderer has to deposit an amount equivalent to 10% of the tendered value, in the form of crossed Demand Draft drawn in favour of **"ICAR UNIT- CIFE, Mumbai"**, towards security deposit within 7 days after receiving the work order.
- 4.2 Commencement of work shall be permitted only after the receipt of Security Deposit.
- 4.3 The Earnest Money of the successful tenderer shall be treated as part of Security Deposit.
- 4.4 If the successful tenderer fails to deposit the Security Deposit within the notified period, it will be presumed, that the contractor is not interested in the contract and the offer of contract shall be cancelled and the EMD of the contractor will be forfeited.
- 4.5 The Security Deposit will remain with the institute as long as the contract is in force.

## **CLAUSE 5: LABOUR ACT**

- 5.1 No contractor shall employ any person who is under the age of 18 year for specified works. The concerned In-charge is authorized to remove from work any such person who is below 18 years.
- 5.2 **The contractor shall pay minimum wages as prescribed by the Ministry of Labour & Social Justice, Government of India from time to time to the workmen employed by him.** In the event of 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 Secretary, ICAR, Mumbai. The decision of the Secretary, ICAR shall be conclusive and binding on the contractor
- 5.3 All facilities provided in the contract labour act should be provided (Contract Labour Regulation and Abolition Act, 1971) to the workmen. The contractor should issue identity card to all of his/her workmen.
- 5.4 The contractor shall pay fair and reasonable wages as per the minimum wages act (Govt. of India / Govt. of Maharashtra, whichever is higher) prevailing in the locality.
- 5.5 The contractor shall duly comply with all provisions of Contract Labour (Regulation and Abolition) Act 1971 and Maharashtra State 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 particularly to the workmen employed on the site.
- 5.6 The contractor shall comply with all the labour regulations in respect of his/her workmen provided for AMC of gardens and horticultural works. The contractor shall indemnify CIFE of the entire obligation arising out of the labour laws and regulation applicable.
- 5.7 There shall not be any Employer and employee relation between the workers and the Institute

## **CLAUSE 6: SAFETY OF THE WORKERS**

- 6.1 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.
- 6.2 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.
- 6.3 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 out 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 in danger
- (c) Adequate provisions shall be made for first aid treatment of all injuries likely to be sustained during the course of work

## **CLAUSE 7: MODE OF PAYMENT**

- 7.1 The payment will be made every month after successful completion of the works. The concerned Estate Officer/ In-charge of the garden/ OIC (Works) or the concerned committee will certify the bill if the works are carried out satisfactorily. No advance shall be given.
- 7.2.1 All payments for the work will be made through RTGS method. No cash or cheque payment is possible.

## **CLAUSE 8: UNSATISFACTORY WORKS**

**Work must be done satisfactorily under the direct and personal supervision of the Contracting Agency. The contractor must appoint a qualified or experienced person (specialized in garden / horticultural works) for supervision of works.** The Agency shall be solely responsible for execution of all works mentioned in the Part-III. The members of the committee and the concerned Estate Officer / In charge of the garden / OIC (Works) will certify the works done. If the works are found to be unsatisfactory, then proportionate deduction will be made from the bill of contractor and this may even lead to termination of the contract. The decision of the competent authority in CIFE shall be final and binding on the contractor in such matters.

## **CLAUSE 9: INCOME TAX DEDUCTION**

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

## **CLAUSE 10: DAMAGES TO GOVT.PROPERTY**

- 10.1 Compensation for all damages done intentionally or unintentionally by contractor's workmen whether in or beyond the limits of Govt. property including any damage caused by spreading of fire, shall be estimated by the Engineer 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.
- 10.2 The contractor shall be responsible for making good the damages done to the existing property or work during construction by his men

## CLAUSE 11: SUPERVISION AND INSPECTION OF WORKS AND QUALITY CONTROL

### (a) SUPERVISION

The contractor shall either himself supervise the works or shall appoint a competent supervisor (person holding degree in the relevant field i.e. BSc (Hort.) or equivalent) to act on his behalf. **The payment of the supervisor should be paid by the contractor, and the quoted consolidated amount must be inclusive of the payment of supervisor.** The contractor shall be fully responsible for execution of works on day to day basis up to the satisfaction of competent authority in CIFE.

### (b) INSPECTION

The Estate Officer / In-charge (garden) / OIC (W) / Works Committee shall inspect the works from time to time to assess whether the works are executed satisfactorily.

## CLAUSE 12: CLAIMS

No extra work shall be done without the written permission of competent authority in CIFE. No claim of extra work shall be entertained.

## CLAUSE 13: OTHER CONDITIONS

- 13.1** The contractor shall not sublet or assign his contract to others
- 13.2** 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, nature of works, etc, or as to any other question, claim, right, matter, or thing whatsoever, in any way arising out of, or relating to the contract, 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
- 13.2.1** If the contractor stops the work in between on personal or financial grounds, etc, for more than seven days after the commencement of works, the competent authority of CIFE shall issue a notice to the contractor to this effect, and the work order stand cancelled
- 13.2.2** The contractor should commence the works within seven days from the date of receipt of the notice, failing which the contract shall be terminated. The decision of the Director, CIFE, Mumbai, will be final in this regard without prejudice to any other rights or remedies whatsoever.



**CLAUSE 14: SPECIAL TERMS & CONDITIONS**

- 14.1** All tools, tackles, and equipment required for day to day maintenance of gardens and horticultural works (including grass cutting machine, hedge cutter, pawada, khurpi, chemical sprayer, etc.) should be provided by the Contractor as per the enclosed list. CIFE will not provide any such equipment. However, all essential consumable materials like red earth, manure, fertilizer, chemicals, etc. shall be provided by the institute.
- 14.2** It is the responsibility of the contractor to provide essential items like **uniform, gumboots, raincoat, gloves, umbrella, ear protection, etc.** to his / her employees.
- 14.3** The work in garden should commence **at 0800 hours** sharply, and the work in garden should be continued up to **1600 hours** on all days of the month including Sundays and holidays.
- 14.4** Watering and irrigation works must be done on daily basis.
- 14.5** The contracting agency shall also be responsible for cleaning of the entrance podium of the main Academic & Library building and all roads (roads around main building and road in front of hostels that leads to residential quarters). This work includes cleaning the roads with brooms, dusting, and removal of weeds, grass, and unwanted plants/shrubs etc., that grow on the sides of the roads especially through pavers' blocks.
- 14.6** The payment to workmen and supervisors shall be made by the contractor on minimum wages basis with all other benefits as recommended by the Govt. of India from time to time. Payment towards EPF, ESIC, etc. should be made and record of all such payments shall be kept with the contractor for inspection by concerned officers.
- 14.7** Contractor will be fully responsible for all legal matters arising out of the contract. The contractor should not allow his workmen to join any labour Unions/Associations. If any the workman is found in such Unions, the contract will be terminated at once.
- 14.8** The contractor shall be fully responsible for discipline of his workers in maintaining the cordial atmosphere in the campus and also to maintain the dignity of the Institute.
- 14.9** The contractor has to maintain record of payment of wages and other relevant records as required under prevailing rules and regulations.

- 14.10** Bonus and other additional facilities to workmen is responsibility of the contractor. The institute shall not pay any thing extra over and above the quoted amount. Contractor has to provide all medical facilities to their workmen.
- 14.11** No accommodation shall be provided to workmen of the contracting agency for their stay on the campus.
- 14.12 Liquidity Damages:** An amount equivalent to 2 days Contract Value, subject to a minimum of **Rs. 2,500/- (Rupees Two thousand Five hundred only)** will be levied as liquidated damages per day, if whenever and wherever it is found that the work is not up to the mark in any Section. If services are not satisfactory, it will be brought to the notice of the supervisory staff of the firm by Institute; and, if no action is taken within **Three Hours** liquidated damages clause will be invoked.
- 14.13 Arbitration Clause:** Decision of DIRECTOR, CIFE shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any, on the contract will be settled at his/her level by mutual consultation and in case failure of the settlement, dispute shall be referred to the sole arbitrator to be appointed by the Director, CIFE, Mumbai. The decision of the sole arbitrator so appointed shall be final and binding on the parties. The arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.

## SECTION - III

### WORKS TO BE EXECUTED

**Following works are included in the scope of Annual Maintenance Contract of gardens and Horticultural works at the new university campus of CIFE, Mumbai.**

1. Watering to all lawns and gardens, plastic flower pots, built-in-flower pots, live hedges, plants, trees, etc., in the specified area. The number of gardens and their areas are mentioned in the BOQ. As on date, there are about 600 plastic flower pots, 250 concrete flower pots, 12 fiber flower pots, and 8 built-in-flower pots.
2. Cutting/trimming of grass at regular intervals of time to give uniform look in all lawns/ gardens. Trimming and shaping of hedges and plants in approved pattern/ fashion/ design in all the gardens. Preparation and maintenance of flower pots.
3. Applying of soil, manure, fertilizers, chemicals and pesticides for grass, plants, trees, etc., as and when required. The fertilizers and chemicals shall be supplied by the Institute (i.e. CIFE, Mumbai). **However, the Agency/Contractor should provide lawn movers, grass cutters, hedge cutters, spray pump, and other requisite garden equipment that are required for maintenance of lawns /gardens. A list of garden equipment to be provided by the Agency/Contractor is enclosed at the end of Section-III (page no. 22).**
4. Overall maintenance of all gardens in a very presentable condition in order to give a beautiful look to the campus.
5. All works pertaining horticulture like irrigating gardens; trimming and shaping of hedges, plants, trees, plants, etc.; manuring and interculture; and maintenance etc. should be supervised by the contracting agency.
6. Weeding out wild plants, grass, shrubs, etc., from the gardens and flower pots.
7. Removing unwanted grass, plants, etc. from the sides of the roads adjoining the gardens.
8. Keeping the roads adjoining the gardens in a neat and cleaned condition.
9. Spraying chemicals/pesticides to trees, plants, grass, etc. as and when required. The chemicals will be supplied by the Institute.

10. Numbering of flower plants, trees, etc.
11. Removing old plants from the flower pots and planting new ones.
12. Positioning (keeping) the flower plants at number of places in the Main Academic Building whenever there is a function/programme in the office and removal of the same after the programme is over.
13. Plantation of new plants and trees in the gardens, flower pots, and by the sides of roads. The plants and trees shall be supplied by the institute.
14. The details of garden area, flower pots, and other works to be done are given in the following Table

**TABLE SHOWING DETAILS OF GARDENS, FLOWER POTS, AND ROADS IN THE NEW CAMPUS OF CENTRAL INSTITUTE OF FISHERIES EDUCATION**

Sno.	Name and description of garden / flower pots / work	Area / No. (in sq. meter)	Remarks
<b>A</b>	<b>GARDENS AND PLACES</b>		All these gardens are to be properly maintained. Work includes watering the gardens on daily basis, grass trimming & cutting, maintaining hedge all around, removing wild grass, clearing jungle, levelling of garden, providing fertilizer / manure, putting red earth, brick lining wherever required, maintaining tree plants in these gardens, etc.
1	Garden behind the Aquaculture division	3100.00	
2	Garden in front of IRCON'S Office, Garden in between 2 Main Gates, Garden around Fish Sale Counter (opposite Convocation Ground)	1,500.00	
3	Garden in front of Main Academic building (2 gardens together)	675.00	
4	Area around Tennis Court and Garden behind Canteen	965.00	
5	Garden/lawn of Convocation Ground	1600.00	
6	Garden in front and around Boys' Hostel (including area between Hostel & IGH)	800.00	
7	Garden in front of Girls' Hostel, and in between Director's Residence and Girl's Hostel.	500.00	
8	Garden around International Guest House (IGH)	575.00	
9	Area in front of Admn. Section, adjoining Gymnasium, and around Library	1,500.00	
10	Lawn/garden (round garden) in between Type-IV and Type-V quarters, lawn of Director's Residence	5,500.00	
	<b>Total area of Garden</b>	<b>16,715.00</b>	
<b>B</b>	<b>FLOWER POTS</b>		Maintenance of flower pots on day to day basis
1	Plastic flowers pots (600), FRP flower pots (12), Concrete flower pots (250), Built-in-flower pots (8)		
	<b>Total number of flower pots</b>	870	
<b>C</b>	<b>CLEANING OF ENTRANCE PODIUM AND ROADS</b>		
	Cleaning of Entrance podium in front of the Main Academic Building and all roads (there are 4 main roads around the Main Academic Building, and 1 Main road in front of Hostels and IGH)	<b>Total 5 roads</b>	These roads are to be cleaned regularly and sides of roads are to be properly maintained

## GARDEN TOOLS AND EQUIPMENT TO BE PROVIDED BY THE AGENCY / CONTRACTOR DURING THE CONTRACT PERIOD

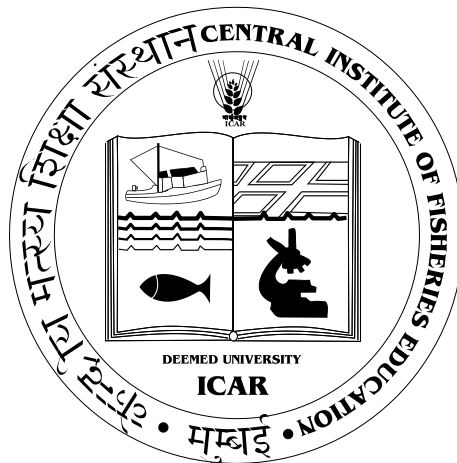
### Note:

- (1) Successful Agency/Contractor has to provide the following Garden tools & equipment at his / her own cost; and maintain the same in good and functional condition at his/her own cost during the Contract Period.
- (2) These tools and equipment would be the property of the Agency / Contractor; and therefore, the Agency/Contractor should take back the same after the contract is expired / terminated.
- (3) The Agency / Contractor shall be responsible for Custody, Upkeep, and maintenance of these tools and equipment. The Institute shall not be responsible for any damage or loss of these tools and equipment.

Sn.	Name of the Tool / Equipment	Quantity	Specifications of Tool / Equipment
1	Electric Heavy Duty Lawn Mower	3	3 HP, 230 Volt, single phase motor, 18" steel cutting blade with 50 Meter, 03 core copper cable etc.
2	Electric Hedge Trimmer	3	600 Watt capacity, Cutting length 24" with 50 Mtr, 03 core copper cable, etc.
3	Electric Brush Cutter	1	Power: 1000 Watt, Heavy duty motor, 220 Volt
4	Electric Chain Saw	1	2000 Watt, single phase, 230 Volt, length 16" with 03 core copper cable etc.
5	Motorized Knapsack Mist Blower cum Duster	1	Engine: 2 - stroke, 1.2 HP petrol engine, Chemical tank capacity: 11.5 ltr +/- 5%

## SECTION - IV

**ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION**  
(DEEMED UNIVERSITY, INDIAN COUNCIL OF AGRICULTURAL RESEARCH)  
PANCH MARG, OFF YARI ROAD, OPP. PANCHAVATI BUILDING COMPLEX  
VERSOVA, ANDHERI (WEST)  
MUMBAI-400061



**BILL OF QUANTITIES**

## BILL OF QUANTITIES FINANCIAL BID

**Note:**

- (1) Before quoting the Lumpsum amount, the bidders are instructed to read the details of works to be executed as mentioned in Section-III
- (2) Contractors are instructed to quote lump-sum amount per month & taxes are to be mentioned clearly in the format given below

Sno.	Details of Gardening and Horticultural works	Amount (lump-sum) Rupees per month
1	MAINTENANCE OF GARDEN AND OTHER HORTICULTURAL WORKS AS PER THE DETAILS GIVEN IN SECTION – III (TOTAL AREA OF GARDEN IS 16,715 SQUARE METERS), MAINTENANCE OF FLOWER POTS (TOTAL NUMBER OF FLOWER POTS IS 870), AND CLEANING & MAINTENANCE OF ENTRANCE PODIUM IN FRONT OF MAIN ACADEMIC BUILDING AND ALL INTERNAL ROADS (THERE ARE 5 MAIN ROADS) IN THE NEW CAMPUS OF CIFE; INCLUDING THE COST OF SUPPLY OF NEW TOOLS AND EQUIPMENT AND COST OF MAINTENANCE OF THE SAME DURING THE PERIOD OF AMC	
2	SERVICE TAX	
3	GRAND TOTAL, Rs.	

Amount in word Rupees -----

----- only

Seal:  
Date:

SIGNATURE OF THE BIDDER



**ANNEXURE -A****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**

Sir,

1. Having examined the tender document thoroughly including instructions to Tenderers, conditions of Contract, mode of Payment, Schedule of Contract, Quantities, and Annexure, etc,(every thing mentioned in the tender document), for execution of above mentioned jobs, We the undersigned offer to execute and complete the works, if we are awarded the job.
2. We undertake, if our Tender is accepted, to commence the works within seven days of issue of acceptance letter to commence works comprised in the contract.
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.

**Date:****(Signature of the tenderer)****Seal:**

**ANNEXURE – B**

**DETAILS OF EARNEST MONEY DEPOSIT (EMD)**

**JOB : ANNUAL MAINTENANCE CONTRACT OF GARDENS AND HORTICULTURAL  
WORKS IN THE NEW UNIVERSITY CAMPUS OF CIFE, MUMBAI**

**AMOUNT : Rs. 30,000.00 (RUPEES THIRTY THOUSAND ONLY)**

**DEMAND DRAFT NO:**

**DATE OF DRAWN:**

**NAME OF THE BANK :**

**ANY OTHER DETAILS:**

**(SIGNATURE OF THE TENDERER)**

**DATE:**

**SEAL:**

