#### **TENDER DOCUMENT**

**FOR** 

# COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR LIFTS OF CIFE, MUMBAI



#### ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION

(A University Established Under Sec.3 of UGC Act, 1956) VERSOVA, MUMBAI – 400 061

Phone: 022-26361446/7/8 Fax: 26361573/ 26348223

Website: www.cife.edu.in

#### ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION

Off. Yari Road, Panch Marg, VERSOVA, ANDHERI (W)
MUMBAI-400 061

TENDER DOCUMENT

#### **FOR**

## COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR LIFTS OF CIFE, MUMBAI

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TENDER ISSUED TO: ------

Signature of the Contractor

**Senior Administrative Officer** 

## ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION (DEEMED UNIVERSITY)

Panch Marg, Off Yari Road, Versova, Andheri (West)

MUMBAI - 400061

F. No. 32(164)/Works/2016-17/F-6

Dated: 17<sup>th</sup> January, 2017

#### **NOTICE INVITING TENDER**

The Director, Central Institute of Fisheries Education (CIFE), Mumbai-400 061 invites sealed Tenders in **Single Bid System** (Technical and Financial Bid) from the eligible, experienced, and registered Agencies/Contractors for "COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR LIFTS OF CIFE, MUMBAI. 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 18.01.2017 to 10.02.2017 on all working days between 10.30 AM and 16.30 PM. The tender papers shall not be issued by post. Tender form can also be downloaded from CIFE's website 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 08.02.2017 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 10.02.2017. 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)
PANCHAVATI, PANCH MARG, OFF YARI ROAD, VERSOVA, ANDHERI (W)
MUMBAI - 400 061

## TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR LIFTS OF CIFE, MUMBAI

#### **TENDER SCHEDULE**

#### **IMPORTANT DATES AND INFORMATION**

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SNO	DETAILS OF SCHEDULE OF TENDER	DATE, TIME, AND INFORMATION
1	ISSUE OF TENDER DOCUMENT	From 18.01.2017 to 10.02.2017
2	ACCEPTENCE OF SEALED TENDERS	Up to 1500 hours on 10.02.2017
3	PRE-BID MEETING	At 1500 hours on 08.02.2017
4	OPENING OF TENDERS	At 1530 hours on 10.02.2017 in the Committee room No. 314 of CIFE (new campus)
5	VALIDITY OF TENDER	90 days from the date of opening of tender
6	CONTRACT PERIOD	One year
7	EARNEST MONEY DEPOSIT	Rs.30,00.00 (Rupees Thirty Thousand Five Hundred only) Demand Draft to be drawn in favour of "ICAR Unit - CIFE," payable at Mumbai.
8	SECURITY DEPOSIT	10% of the Tendered Amount (For 1 Year)
9	TENDER COST	Rs. 1000.00

#### **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 tenderer 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 Engineer-in-Charge (Works), Central Institute of Fisheries Education, up to the closing date, during office hours only.
- **1.3.2** The tenderer must fill and submit the Tender copy without making any additions or alteration in the tender document. Incomplete tenders and those submitted not as per the instructions are liable to be rejected.
- 1.3.3 The cost of Tender document is Rs.1000/- Tenderers may obtain tender document on payment of Rs.1000.00 at CIFE's cash counter. Tenderers may also download the Tender document from CIFE's website <a href="http://www.cife.edu.in">http://www.cife.edu.in</a>. The tenderer who downloads the tender document from CIFE's website has to pay Rs.1000.00 in cash or in the form of Demand Draft drawn in favour of "ICAR Unit-CIFE" payable at Mumbai at the time of opening of tenders, failing which tender shall be rejected.

#### 1.4.0 MANNER OF SUBMISSION OF TENDER

- 1.4.1 The Tender shall be submitted in a wax sealed envelope with the name of work superscribed 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, Off Yari Road, Panch Marg, Versova, Andheri (w), Mumbai 400 061".
- **1.4.2** The sealed envelope shall contain the following documents/ certificates:
  - a) Tenderer's covering letter (as per the enclosed Performa).
  - b) Deposit receipt of Earnest Money.
  - c) Up to date Income tax clearance certificate from Income Tax Office.
  - d) Registration certificate (CPWD/PWD/MES/BSNL/ Any other Govt. department).
  - e) Experience certificate.
  - f) Office organization of company giving information regarding office set up, Telephone, Fax, E-mail, Computer, Etc.

#### 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, after acceptance of his tender, the tenderer fails to furnish the balance of Security Deposit.
  - d) 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 90 days after the date of opening prescribed by CIFE.

#### 1.7.1 Liquidity Damages

Liquidity Damages: If written complaints are not attended within 24 hours, a penalty amounting up to Rs. 1,000/- (Rupees One Thousand only) per day shall be charged and the Firm has to pay the same, failing which the same shall be deducted from the bill.

#### 1.8.0 CARE IN SUBMISSION OF TENDER

- 1.8.1 Before submitting this 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 Engineer-in-Charge (Works), CIFE, Mumbai.
- 1.8.2 The tender document shall not contain any interlination, 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 Any tender received later than the dead line prescribed for submission is liable to be rejected.
- 1.8.5 The sealed envelopes shall be superscribed with the name of the work.

#### 1.9.0 OMMISSION AND DECREPANCIES

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 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 a holiday, the tenders will be opened on the next working day at the same time.

#### 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. CIFE also retains its right of providing work preference to public sector undertakings as admissible under Governments present policy.

#### 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, or by cable or by Telex/Fax 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".
- **1.16.3.** The complaint should be attended within 4 hours failing which the clause of liquidity damages will be invoked.
- **1.16.4.** Complaints must be attended on holidays also.

#### 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 rejected.
- **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 "Engineer-Incharge (Works)" in person to execute the contract documents within seven days from the date of receipt of work order.
- 1.2 The agreement will be drawn on stamped paper of value Rs.100/-. The contractor has to submit the stamp paper at his cost.
- 1.3 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.
- 1.4 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.
- 1.5 Works are required to be completed strictly within the time and date stipulated in the tender document.
- 1.6 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 **7 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**

- 3.1 The tendered rates shall be inclusive of all taxes and cesses, 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 lum sum items. No claim of the contractor shall be entertained in under estimation of Lum sum items.

#### **CLAUSE 4: EARNEST MONEY DEPOSIT**

- 4.1 Earnest Money 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 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.
- If any time before the security deposit or any part thereof is refunded to the contractor, it shall appear to 5.3 the Engineer-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 Engineer-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 required, 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 Engineer-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 Engineer-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 Engineer-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 fix therefore.
- 5.4 The Security Deposit shall be released after 180 days from the date of successful completion of the job.

#### **CLAUSE 6:LABOUR ACT**

- 6.1 No contractor shall Employ any person who is under the age of 18 years. Engineer In charge 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 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 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.** Payment shall be made on quarterly basis after submission of bill duly certified by the competent officers. No advance shall be made under any circumstances.
- 8.3 On completion of the work the contractor shall be furnished with a certificate by the Engineer-in-charge (Works) of such satisfactory completion. But no such certificate shall be given nor shall the works be considered to be complete until the contractor shall have removed all the rubbish, surplus material, all scaffolding, etc. from the premises. The bill forwarded by the contractor shall be considered for payment only after obtaining the certificate as described above.
- 8.4 All payments for the work will be made through RTGS.
- 8.5 Regarding all payments, inquiry shall be made only to the Engineer-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

#### **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 engineer 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 The contractor has to make his own arrangements for water and electricity. Use of BMC water from any source in the campus is strictly prohibited. If any contractor is found using BMC water and electricity from any point in CIFE Campus, Water & Electricity charges as decided by the Engineer-in-charge shall be deducted from the bill of the contractor. The decision of the Engineer-in-charge is final and binding on the contractor.
- 12.2 If well 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 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.
- 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 Engineer-in-charge, to act on his behalf. If in the opinion of the Engineer-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 Engineer-in-charge. If the contractor fails to appoint a suitable agent, the engineer –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 AMC also covers periodical checking and cleaning of lift pit and its maintenance.

#### **CLAUSE 18: HANDING OVER OF WORK:**

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 handling 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 During programmes, VIPs arrivals, Ministers' programmes, provision for providing lift operator
- 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.
- 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.
- 19.6 No work shall be done on Sunday and other holidays without the prior permission in writing of the Engineer-in-charge.
- 19.7 Successful tenderer will have to enter into a detailed contract agreement with CIFE on non-judicial stamp paper of Rs. 100/-.

#### **CLAUSE 20: SCOPE OF WORK (SPECIAL CONDITIONS OF THE CONTRACT)**

- 20.1 The terms "Maintenance" shall include regular cleaning of Lifts, oiling, Cleaning, Servicing, and replacement of parts and repair of motors, Belts etc. and replacement of all other electrical parts of Lifts during the currency of the contract at the exclusive risk, responsibility and cost of the contract supplied by the firm wherever necessary during the currency of the contract. In brief, the Department shall not bear any cost for anything whatsoever after the Lifts units having been handed over to the contractor for maintenance.
- 20.2 The successful contractor shall be required to inspect both the Lifts and put these into operation latest by the dates from which they are to come under AMC failing which the contract may be cancelled by CIFE Mumbai without assigning any further reason and the security deposit by the contractor shall be forfeited. For the inspection of the Lifts, the Electrical Inspectorate or concerned authority may be contacted.

- 20.3 The firm technician should systematically inspect, adjust and lubricate the parts of the Elevators to the extent necessary to maintain the Elevators in satisfactory working order. The Firm will supply all lubricants (made as per standards) necessary for this purpose. The Technical staff will maintain a logbook of the complaints received and rectified during the period of contract. Should any eventuality arise, the CIFE Mumbai shall request for the services of the mechanic on Saturday/Sunday/Holiday and beyond office hours without payment of any additional remuneration. The contractor shall also keep stock of genuine spare parts which may be required for replacement in the event of such parts becoming non-functional or defective, during the currency of the contract. The old parts will be handed back to the CIFE Mumbai. In case of intermittent failures or repetitive problems due to improper diagnosis or repair, the machine will be treated as continuously out of order.
- 20.4 The work shall be carried out in the premises of the CIFE Mumbai. Only such work, the execution of which is not possible in the premises of this Directorate, may be allowed to be done in the workshop of the firm. In no case, any part thereof shall be taken out of the premises without formal written permission of this Department. No transportation charges on this account will be paid. The parts thereof, taken to the workshop, will have to be brought back within 3 days failing which the cost of the machine/parts will be recovered from the firm and if considered necessary, the contract will be terminated, without further notice
- 20.5 The contractor shall be responsible for smooth and satisfactory working of all the Lifts. Proportionate deductions shall be made from the bills of the contractor for the period for which Lifts remain out of order.
- 20.6 In case the contractor falls to cope with the workload or does not render satisfactory services the contract awarded to him shall be cancelled forthwith without giving any notice or without assigning any reason whatsoever and his security deposit and payment due to him, if any, shall be forfeited. In this connection, decision of the Director (Administration) shall be final and binding on the contractor.
- 20.7 The CIFE Mumbai shall neither provide any labour to the contractor for shifting of any part of lift, transportation, installation, or dismantling of any part of Lift nor shall bear any cost towards this during the period of the contract. The new fitting/fixing required if any, will have to be provided by the contractor firm.
- 20.8 The contractor shall be responsible for handing over the Lifts in working conditions to the Department at the end of the contract period. The cost of shortcomings, if any, shall be borne by the outgoing contractor.
- The damage caused, if any, or to any other property of the Government through negligence or otherwise, shall be at the risk and responsibility or the contractor. The financial or any other loss suffered by the Government on this account shall be made good by the contractor and decision of the Director (Administration) in this context shall be binding on the contractor. The contractor shall have to give an undertaking to this effect before he is allowed to undertake the job. In case of replacement of faulty part, the same shall be replaced only by genuine spares.
- 20.10 Only genuine spare parts of the make and standard of Lifts must be used.
- 20.11 The firms will maintain job-cards in respect of each Lift which will form a basis for regulating the payment.
- 20.12 A General complaint register be maintained by the technician and submitted to General Section periodically for review by that Section.
- 20.13 The contractor shall be responsible for yearly Inspection from Electrical Inspectorate / Competent Govt Agency for the certification of the lifts.
- 20.14 The awarded AMC firm must perform monthly Inspection for all mechanical, Electrical parts and report must be submitted to In-charge Lifts.
- 21.15 This work is COMPREHENSIVE (including electrical parts, etc.) ANNUAL MAINTENANCE CONTRACT FOR LIFTS OF CIFE, MUMBAI

#### **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,

- 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 seven 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.	
	DEMAND DRAFT / CASH RECEIPT NO:	
	DATE OF DRAWN:	
	NAME OF THE BANK:	
	ANY OTHER DETAILS:	
DATE:	:	
SEAL	L:	(SIGNATURE OF THE TENDERER)

#### ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION Off. Yari Road, Panch Marg, VERSOVA, ANDHERI (W) MUMBAI-400 061

#### **IMPORTANT DATES AND INSTRUCTIONS**

- (1) The scope of present work is "COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR LIFTS OF CIFE, MUMBAI, Andheri (W), Mumbai – 400 061.
- (2) The work will be awarded on the basis of lowest quoted amount.
- (3) Tender Document shall be sold to the tenderers up to 1600 hours on 10.02.2017, against the non-refundable prescribed fee of Rs.1000/- (Rupees One Thousand only) in the form of Cash payable at "cash counter of CIFE, Mumbai", or in the form of crossed Demand draft drawn in favour of the " ICAR Unit- CIFE Mumbai"
- (4) The wax sealed envelopes shall be superscribed:
  - Title as "COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR LIFTS OF CIFE,, Andheri (W), Mumbai – 400 061".
  - Do not open before 1500 hrs. of 10.02.2017 (b)
  - The tender shall be addressed to "The Director, CIFE, off Yari Road, Panch Marg, Versova, Andheri (W), Mumbai - 400 061".
- (5) The tender shall be submitted before 1500 Hours on 10.02.2017 and the same shall be opened on the same day at 1530 Hours, in the committee room of CIFE in the presence of intended tenderers.
- (6) The tenderer shall pay along with the tender the sum of Rs.30,000.00 (Rupees Thirty Thousand Only), towards Earnest Money deposit in the form of crossed Demand draft drawn in favour of" ICAR Unit - CIFE, Mumbai". The EMD in any other form will not be accepted.
- (7) The tender duly filled in all respects must be received by "The Director, CIFE, Mumbai, not later than 1500 Hours on 10.02.2017
- (8) The work shall be completed as and when required during one year from the date of issue of work order.

#### **TDS AND WCT**

• Tax deducted at source will be as per prevailing rules of Govt., of India

#### **OTHER DEDUCTIONS**

1% Water charges and 1% Electricity charges shall be deducted from the bill of the contractor

## ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION (Deemed University, ICAR)

Off. Yari Road, Punch Marg, VERSOVA, ANDHERI (W)
MUMBAI-400 061

### **PART - II**



## WORK SPECIFICATIONS, BILL OF QUANTITIES & FINANCIAL BID

only)

## ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION (DEEMED UNIVERSITY, ICAR) Mumbai – 400 061

### NAME OF THE WORK: COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR LIFTS OF CIFE, MUMBAI

S N	Place of lift	Details of	Make	Capacity	Passenger	Qty.	Rate	Amount in Rs.
		floors						
1	Type-IV quarters	G + 4	Omega	544 Kgs.	8 Nos.	1 No.		
2	International Guest Hostel	G + 4	Omega	544 Kgs.	8 Nos.	1 No.		
3	Type-V quarters	G +4	Omega	544 Kgs.	8 Nos.	1 No.		
4	Main Academic Building Freight	B+G+ 5	Omega	1000 Kgs.	-	1 No.		
5	Main Academic Building Passenger	G +4	Omega	884 Kgs.	13 Nos.	1 No.		
6	Boys Hostel	G + 4	Omega	544 Kgs.	8 Nos.	1 No.		
7	Girls Hostel	G + 5	Omega	544 Kgs.	8 Nos.	1 No.		
					Total Rs.			
					Taxes if any			
					Grand Total Rs.			

				•
Doto				
Date:				
Seal:			Signature of Bi	dder

**Amount in Rupees**