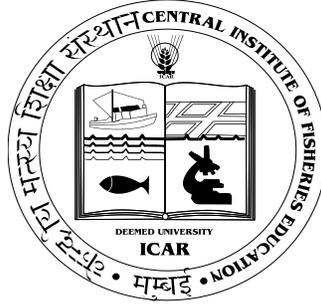


**ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION
(DEEMED UNIVERSITY)
MUMBAI – 400 061**



**Comprehensive Annual Maintenance Contract of
Window, Split, Cassette, & Duct Type Air-
Conditioners**



TENDER DOCUMENT

Phone: 6361446/7/8

Fax: 6361573 / 6348223

Panch Marg, Off Yari Road, Versova, Andheri (West), Mumbai – 400 061
email : www.cife.edu.in

ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION
(DEEMED UNIVERSITY)
Panch Marg, Off Yari Road, Versova, Andheri (West)
MUMBAI - 400061

Tel. No. 022-26361446/7/8

Fax No. 022-26361573

Web Site: www.cife.edu.in

F. No. 32(164)/Works/2015-16/F-49

Dated: 10 October 2016

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 of Window, Split, Cassette, & Duct Type Air-Conditioners**. 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 10.10.2016 to 29.10.2016 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 26.10.2016 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 31.10.2016. The Technical Bids shall be opened on the same day at 1530 hours in presence of the intended tenderers. An amount of **Rs. 42,000/- (Rupees Forty Two 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 OF WINDOW, SPLIT, CASSETTE, & DUCT TYPE AIR- CONDITIONERS

TENDER SCHEDULE

IMPORTANT DATES AND INFORMATION

SNO	DETAILS OF SCHEDULE OF TENDER	DATE, TIME, AND INFORMATION
1	ISSUE OF TENDER DOCUMENT	From 10.10.2016 to 29.10.2016
2	ACCEPTENCE OF SEALED TENDERS	Up to 1500 hours on 31.10.2016
3	PRE-BID MEETING	At 1500 hours on 26.10.2016
4	OPENING OF TENDERS	At 1530 hours on 31.10.2016 in the Committee room No. 314 of CIFE.
5	VALIDITY OF TENDER	90 days from the date of opening of tender
6	CONTRACT PERIOD	One year
7	EARNEST MONEY DEPOSIT	Rs.42,000.00 (Rupees Forty Two Thousand 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 - 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 **Comprehensive Annual Maintenance Contract of Window, Split, Cassette, & Duct Type Air-Conditioners installed in various offices, labs, etc. at the New Campus and old campuses 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 **29.10.2016**.
3. The tender document can also be downloaded from CIFE's web site 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/- 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 31.10.2016** and will be opened on the same day **at 1530 hours** in the Committee room of CIFE (New Campus).
5. An Earnest Money Deposit (**EMD**) of **Rs. 42,000/- (Rupees Forty Two Thousand Only)** must be deposited in the form of demand draft/pay order payable to **"ICAR Unit-CIFE"**, Mumbai. However, Agencies registered with Central purchase Organization, National Small Industries Corporation (NSIC) or concerned Ministry or Department is exempted from paying EMD. Such Agencies have to enclose necessary certificates to this effect along with the Technical Bid. The particulars of the earnest money deposited must also be superscribed on the top of the envelope by indicating the draft/receipt number and date, failing which the tender will not be opened. The Tender will not be considered if earnest money is not deposited with the Tender.
6. This tender for **"Comprehensive Annual Maintenance Contract of Window, Split, Cassette, & Duct Type Air-Conditioners installed in various offices, labs, etc. at the New Campus and old campuses of CIFE, Mumbai"**. The AMC works are to be

supervised by the Agency. However, the quality of work shall be monitored by CIFE's Refrigeration Engineer/ Committee from time to time.

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 present condition of ACs, the quantum of work, working conditions etc. If any clarification is required, tenderers may contact the Sr. Administrative Officer/ OIC (Works)/ Chairman, Works Committee 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 (i.e. AMC of ACs) 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 Number card
 - (d) A copy of VAT, Service Tax
 - (e) Registration certificate in support of establishment of the firm (Form –D)
 - (f) Labour license. If not available, the same shall be obtained within a month from the date of issue of work order
 - (g) Office organization of the Firm / Company giving information regarding office set up, Telephone , Fax, E-mail, etc.
 - (h) A Copy of the Income Tax return of the last 3 financial year (i.e. 2015-16, 2014-15 & 2013-14)

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.42,000.00 (Rupees Forty Two Thousand only)** towards Earnest Money Deposit (EMD) along with the tender in the form of Crossed Demand Draft payable to **"ICAR UNIT - CIFE," Mumbai.**

- (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 of tenders 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 on mutual understanding basis without increasing the cost and altering tender conditions.

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.
- (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 **“Comprehensive Annual Maintenance Contract of Window, Split, Cassette, & Duct Type Air-Conditioners”**.

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 effect 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 Agencies 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. The decision of Director, CIFE shall be final and binding on the Agency in such matters.

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.

SECURITY DEPOSIT (SD)

The successful tenderer has 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)

CHECK LIST: The following documents must be enclosed along with the duly filled in tender form so as to consider it eligible for services (for technical bid):-

Registration Certificate: Registration certificate of the firm under BOMBAY SHOPS & ESTABLISHMENT ACT 1948 (FORM – D), Govt. of Maharashtra or equivalent.

Copy of Work Orders: Work / Supply Orders in support of Minimum Annual Turnover of the Agency / Firm in the last 3 years (2013-14, 2014-15, and 2015-16) and also in support of continuous experience of the firm in the field of providing such services in Central Govt. establishments / Autonomous bodies of Govt. of India / Corporations of Govt. of India / Corporate Offices / reputed public or private organizations must be enclosed.

Certificate for turnover: Certificate for turnover of the firm for the last 3 financial years (2012-13, 2013-14, and 2014-15). This turnover certificate should be issued by registered Chartered Accountants, failing which tender is liable to be rejected.

IT and Balance Sheet: Income Tax Return and balance sheet of the Firm/Agency for the last 3 financial Years (2012-13, 2013-14, and 2014-15) & a copy of PAN Card.

Experience - Cum - Satisfactory Services Certificate: Duly certified copies (minimum three) of the satisfactory performance where the tenderer has provided satisfactory services during the last three years (2012-13, 2013-14, and 2014-15).

Client list: A list of clients where the Firm has undertaken similar works

Service Tax (ST) Certificate: Service Tax (ST) registration certificate issued by the local Govt. etc.

Labour License: The contractor/agency must have a registration with the contract labour (Regulation & Abolition) Act, 1970. If the Tenderer is not presently having the labour license, the same shall be obtained by the successful bidder within a month under the said Act.

No legal Suit / Criminal Case against the Agency/Firm: Whether the firm has any legal suit/criminal case pending against it for violation of PF/ESI, Minimum Wages Act or other law (give details). The firm/agency must enclose a certificate indicating that there is no criminal/legal suit pending or contemplated against it.

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 as Bombay Shops & Establishment Act 1948 (Form-D)
- Service Tax Number
- PAN card number
- Income Tax clearance/Annual Return copy of the last Financial Year
- Experience certificate with full client list.
- VAT Number
- Labour license

SCOPE OF WORK

The scope of Annual Maintenance Contract (AMC) is comprehensive type, The job includes:

The term "Comprehensive AMC" shall include carrying out all types of repairs - both the major and minor repair works which includes repairing and replacement of coil sets (condenser & cooling coil), repair/ replacement of compressor, Leakage testing & Gas charging work, which further includes nitrogen gas leakage testing works, blazing work, replacement of copper pipe, capillary, replacement of flair nuts etc. Stainer, and charge the system with suitable refrigerant after flushing the system with nitrogen etc.; replacement of all necessary electrical and electronic parts like, relays, capacitors, thermostat, preventable switches, wires, filter etc.; all kind of motor (i.e. Outdoor unit fan motor and Blower motors) etc. fan blades & blowers replacement, repairs of P.C.B. and other electronic circuits, Periodical servicing of air conditioner, and painting with anticorrosive paints, and all other essential works pertaining to repairing and maintenance of Air-conditioners, including all original spare-parts whatsoever. It shall be ensured that genuine certified parts only are provided after proper inspection of old parts and new parts. Before placing new parts, the same shall be shown to the authorized technician/ officer in CIFE. Approval of the Technician/ Officer may also be obtained.

OTHER INFORMATION

1. Contractor shall obtain certificate of competent officers/ refrigeration technician every month regarding satisfactory working of machines during the previous month.
2. If the Agency/ contractor fails to do the work, the same shall be got done through some other firms or from the open market at the risk and cost of the contractor and the extra expenditure incurred thereon shall be recovered from him. This shall entail the termination of contract: forfeiture of the performance guarantee and debarred for any future contracts from the Govt. Departments.
3. Tenderers shall quote the rates as LUMSUM AMOUNT PER MONTH in the proper tender form.
4. The contractors should write in figures as well as in words the rate and amount tendered by them.
5. 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.

6. 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.
7. 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.
8. 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.
9. 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.
10. The workers deputed for AMC of ACs should be able to carry out above mentioned works and they should not be less than 18 years of age.
11. 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 **graduate** in the concerned field.
12. 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.
13. The tenderers shall submit list of departments/ organizations where they are already engaged in such type of work.
14. Non-compliance with any of the conditions set forth here above is liable to result in the tender being rejected.

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.
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 ECS in their bank account.
19. Before the expiry of A.M.C. tenure, all machines with all accessories must be handed over to the Institute in good and perfect working condition in all respects along. The Security Deposit of the Agency shall be released only after the handing over the Air-conditioners in good and working condition. And the cost of shortcoming, if any, should be borne by the outgoing contractor, In this regard, the decision of the Director, CIFE, Mumbai shall be final and binding on all concerned.
20. In case of any dispute, the Director, CIFE will appoint an arbitrator and the decision of the arbitrator shall be final and binding to both the parties
21. 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.
22. The Firm/Agency shouldn't give lenient or casual impressions in duties. They should be always alert and attentive. The Contractor/Agency shall be solely and fully responsible for carelessness and negligent attitude of his staff/supervisors towards assigned work/job. In case of any loss, theft, damage to the life and property of the institute

and its employees due to carelessness and inattentiveness attitude of his staff/supervisor, the Contractor/Agency shall compensated the amount of loss or damages.

2. **Compulsory Visit:** As a part of preventive maintenance, the successful bidder with whom the contract of AMC shall be awarded should depute an qualified and experienced AC Technicians to the Institute on every Day For inspection/examination of all Air-conditioners of Institute new campus as well as old campus. The Technicians should be available at the institute from 9 am to 6 pm on all working days (and if required the services of technicians shall also be made available on Sunday/holiday without any extra payment throughout the period of contract) for day to-day repair/maintenance works. Upon inspection of the AC units, or complaints providing to them the necessary repairs, if any, should be carried out on the same day or next working day.
3. **Attending to Complaints:** All complaints about non-functioning of ACs or related problems shall be brought to the notice of the Firm. The Firm should attend to the problem immediately within 24 hours; and initiate necessary repairs to bring back the system in perfect working condition. All defects and problems are to be rectified at the earliest. No unwanted or fabricated delay shall be tolerated.

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

Place: Mumbai

Date: _____

Senior 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 Admn. Officer of CIFE without delay.

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.
- 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. The SD shall be released only after 6 months from the date of successful completion of the job.

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 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 **Comprehensive Annual Maintenance Contract of Window, Split, Cassette, & Duct Type Air-Conditioners installed in various offices at the New Campus and old campuses of CIFE, Mumbai**. 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 engaged by AMC Agency 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** CIFE will not be under any liability to pay any compensation to the persons deployed by the Agency if they sustain any injury etc., while discharging the duties in the premises. The Agency shall get those insured against any liability under the Employee Compensation Act or any accident at its own cost and should be responsible for the safety of persons employed by him. An damages caused to the buildings during the execution of the work shall be made good by the Agency.
- 6.4** 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 while executing AMC works.
- 6.5** 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 Agency and the Agency 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** No advance payment shall be made. The payment shall be made on quarterly basis in respect of the actual number of machine repaired/maintained by the firm, on submission of bills.
- 7.2.1** All payments for the work will be made through ECS (RTGS).

CLAUSE 8: UNSATISFACTORY WORKS

Work must be done satisfactorily under the direct and personal supervision of the contracting agency. The agency shall be solely responsible for execution of all works mentioned in the Scope of work. The members of the committee and the 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 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) INSPECTION

The Concerned Officer/ end user / OIC (W) / Works Committee shall inspect the works from time to time to assess whether the works are executed satisfactorily.

CLAUSE 12 : 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 13 : SPECIAL TERMS & CONDITIONS

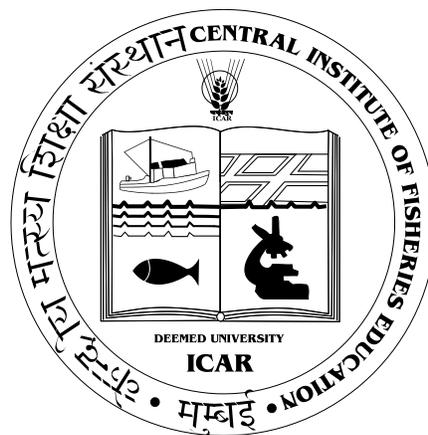
- 14.1** The Agency will be fully responsible for all legal matters arising out of the contract. The contractor should not allow his workmen to join any labour Unions/Associations. If any the workman is found in such Unions, the contract will be terminated at once.
- 14.2** The contractor shall be fully responsible for discipline of his workers in maintaining the cordial atmosphere in the campus and also to maintain the dignity of the Institute.
- 14.3** Contractor has to provide all medical facilities to their workmen.
- 14.4** No accommodation shall be provided to workmen of the contracting agency for their stay on the campus.

CLAUSE 14: Transfer of Tender

The successful tenderer shall not engage any sub-Contractor or transfer the contract to any other person/firm/agency in any manner. The tenderer shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.

SECTION - III

ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION
(DEEMED UNIVERSITY,)
YARI ROAD CAMPUS, VERSOVA, ANDHERI (WEST)
MUMBAI-400061



BILL OF QUANTITIES

BILL OF QUANTITIES FINANCIAL BID FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF WINDOW, SPLIT, CASSETTE, & DUCT TYPE AIR-CONDITIONERS INSTALLED IN VARIOUS OFFICES AT THE NEW CAMPUS AND OLD CAMPUSES OF CIFE, MUMBAI

S N	Description of the item	Qty.	Rate (Rs.)	Unit	Amount (Rs.)
1	AMC OF WINDOW TYPE AIR CONDITIONERS 1 / 1.2 TON CAPACITY	03		Each	
2	AMC OF WINDOW TYPE AIR CONDITIONERS 1.5 TON CAPACITY	100		Each	
3	AMC OF WINDOW TYPE AIR CONDITIONERS 2 TON CAPACITY	15		Each	
4	AMC OF SPLIT TYPE AIR CONDITIONERS 1 / 1.2 TON CAPACITY	01		Each	
5	AMC OF SPLIT TYPE AIR CONDITIONERS 1.5 TON CAPACITY	44		Each	
6	AMC OF SPLIT TYPE AIR CONDITIONERS 2 TON CAPACITY	112		Each	
7	AMC OF CARRIER MAKE DUCT AIR CONDITIONER 7.5 TON CAPACITY	06		Each	
8	AMC OF DAIKIN MAKE CASSATTE TYPE AIR CONDITIONER APP. 3 TON CAPACITY	15		Each	
				Total Rs.	
				Taxes if any,	
				Grand Total Rs.	

Amount in Word Rupees

..... **Only.**

Seal:

Date:

Signature of the BIDDER

ANNEXURE -1**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. In case of any dispute, the Director, CIFE will appoint an arbitrator and the decision of the arbitrator shall be final and binding to both the parties.
7. 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:**Seal:****(Signature of the tenderer)**