

ICAR- CENTRAL INSTITUTE OF FISHERIES EDUCATION  
(Deemed University)

Fisheries University Road, Versova, Mumbai – 400 061

F. No. 32(164)/Works/2017-18/F-4

Date : 27.12.2017

**Open Tender Notice**

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

Quotations are invited from eligible and approved Govt. Registered Contractors i.e. CPWD/PWD/BSNL/MTNL etc. for work titled “**Annual Rate Contract for Painting & Other Civil Works at CIFE Mumbai**”. Quotations duly completed in all respects shall be received up to 1500 hrs on dated **17.01.2017** and the same shall be opened at 1530 hrs. on **17.01.2018** Quoted rates must be valid for one year from the date of acceptance of the quotation.

Interested contractors may kindly follow our website <http://www.cife.edu.in>.

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

**Senior Administrative Officer**

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

**F. No. 32(164)/Works/2017-18/F-4**

**Date : 27.12.2017**

To

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

**IMPORTANT DATES**

**Last date for receiving the quotations : Up to 1500 hrs. on 17.01.2018**

**Date of opening of quotations : At 1530 hrs. on 17.01.2018**

**Date of completion of work : 1 Yr from award of work**

**The following documents are to be enclosed along with the tender failing which the tender shall be rejected out rightly:**

1. A copy of contractor's registration with CPWD/ PWD/ MES/ BSNL/ MTNL/ P & T/ All India Radio/ PSU/ Any Other Govt. Organizations
2. A copy of PAN Card
3. A Photostats (i. e Xerox) copy of blank cheque for making payment by RTGS method.

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

## SECTION-1

### GENERAL INSTRUCTIONS

#### 1.1.0 GENERAL

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

#### 1.2.0 SITE VISIT

The 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 Officer -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 <http://www.cife.edu.in>. **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 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, 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) Registration certificate (CPWD/PWD/MES/BSNL/ Any other Govt. department).
- d) Experience certificate.
- e) 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, the tenderer fails to sign the contract in accordance with the terms and conditions of the contract.
- d) If, after acceptance of his tender, the tenderer fails to furnish the balance of Security Deposit.

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

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

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

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

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

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

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

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

1.8.4 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 OMISSION AND DISCREPANCIES**

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

#### **1.10.0 OPENING OF THE TENDER**

At the advertised time and date, the tenders 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".
- 1.17.0 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 "Officer-In-charge (Works)" 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. Not less than 3 copies of the contract documents shall be signed by the competent authority and one copy given to the contractor. 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 **180 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 ( Encl : BOQ )**

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

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

- 4.1 **Earnest Money of Rs.20,400/- (Rupees Twenty thousand four hundred only)** along with the tender should be in the shape of Crossed Demand Draft payable to **ICAR UNIT- CIFE, Mumbai**, the tenderer who do not deposit the EMD in the form shall summarily reject. The tenderer who deposit EMD less than the prescribed amount shall be rejected.
- 4.2 The Earnest money of the Unsuccessful tenderers will be refunded on deciding about acceptance or otherwise of the tender, or Expiry of the period of tender validity, whichever is earlier (minimum 10-15 days and maximum up to the completion of tender validity period).
- 4.3 The Earnest money of the tenderer shall be forfeited to CIFE without prejudice to any other rights or remedies.
- 4.4 If the tenderer withdraws his tender during the period of tender validity specified in the tender document.
  - (a) If, after acceptance of his tender, the tenderer fails to take up the job.
  - (b) If, the successful tenderer fails to sign the contract in accordance with the terms and conditions of the contract.
  - (c) If, after acceptance of his tender, the successful tenderer fails to furnish the balance of Security deposit.
  - (d) If, after acceptance of his tender, the successful tenderer fails to commence the work within seven days from the date of receipt of work order to that effect.

## **CLAUSE 5 : SECURITY DEPOSIT (SD)**

- 5.1 The successful tenderer has to deposit an amount equal to 10% of the tendered value, in the form of crossed Demand Draft drawn in favour of "**ICAR Unit - CIFE, Mumbai**", towards security deposit.
- 5.2 The Earnest Money of the successful tenderer shall be treated as part of Security Deposit.
- 5.3 If the successful tenderer has to deposit **10% of the tendered amount** as security deposit in the form of crossed Bank draft payable to "**ICAR Unit - CIFE" Mumbai**" before submission of bill after completion of work, failing which the same shall be deducted from the bill of the contractor.
- 5.4 If any time before the security deposit or any part thereof is refunded to the contractor, it shall appear to the 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.
- 5.5 The Security Deposit shall be released after 180 days from the date of successful completion of the job.
- 5.6 If the contractor fails to rectify the defects after the receiving written instructions from CIFE, such works shall be done departmental, and the expenditure shall be deducted from the security deposit of the contractor.

## **CLAUSE 6: LABOUR ACT**

- 6.1 No contractor shall Employ any person who is under the age of 18 years. 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.** No correspondence shall be entertained in this regard.
- 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
- 9.4 The Engineer-In charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract. Payment of such additional works which are not included in the quantities and rates of original tender schedule shall be made on the basis of CPWD Delhi schedule (1997) rates and procedures. Where, however, the work is to be executed according to the designs, drawing and Specifications recommended by the contractor and accepted by the competent authority of CIFE, the alterations above referred to shall be within the scope of such designs, drawings and specifications appended to the tender.
- 9.5 The successful tenderer should make own arrangement to obtain all materials required for the work like cement, sand, water, electricity, etc.
- 9.6 Samples of all vital materials like Granite, Plywood, Tiles, Locking systems, Glass, Bricks, Taps, etc, are to be approved by the Engineer-in-charge(Works), CIFE, Mumbai. The tenderer has to bear the cost of samples.
- 9.7 In all cement involved works 53 grade cement (Ambuja / Birla / L&T or equelent) to be used.

## **CLAUSE 10: UNSATISFACTORY AND DEFECTIVE WORKS**

- 10.1 Defective work is liable to be rejected at any stage. The contractor on no account can refuse to rectify the defects merely on reasons that the further work has been carried out. No extra payment shall be made for rectification.
- 10.2 If the progress of any particular portion of the work is unsatisfactory, the 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 contractor shall inform the Engineer-in-charge in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without affecting the further progress of the work. The work shall not be considered to have been completed in accordance with the terms of contract until the Engineer-in-charge shall have certified in writing to that effect. Approval of materials of workmanship or approval of part of the work during the progress of execution shall not bind the Engineer-in-charge or in any way affect him even to reject the work which is alleged to be completed and suspend the issue of his certificate of completion until such alternations and modifications or reconstruction's have been effected at the cost of the contractor as shall enable him to certify that the work has been completed to his satisfactions. The contractor shall provide at his cost necessary ladders and such arrangements as to provide necessary facilities and assistance for proper inspection of all parts of the work at his own cost.

## **CLAUSE 15: MODE OF MEASUREMENT**

(a) All measurements will be recorded in MKS / SI units, with accuracy up to plus or minus one centimeter. CPWD method of measurement shall be adopted for taking measurements.

(b) Measurement of each and every item will be recorded on the day of it's actual execution. The measurements shall be recorded in the presence of the contractor or his authorized agent. The measurements recorded by the site engineer shall be final and binding on the contractor in case they remain absent during the measurement. No correspondence shall be entertained in this regard.

(c) Measurements area of granite, tiles, marble, Aluminum sections, etc shall be taken on clear cut exposed areas only.

(d) In addition to above, the normal CPWD mode of measurement will be adopted wherever CIFE, terms and conditions on this account are not sufficient.

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

#### **CLAUSE 16: SAMPLES AND TESTING OF MATERIALS**

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

#### **CLAUSE 17: CLAIMS**

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

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

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

**Sr. Administrative Officer**

## ANNEXURE -1

### AN UNDERTAKING TO BE SIGNED BY THE CONTRACTORS

TO

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

Dear Sir,

1. Having examined the tender document thoroughly including instructions to Tenderers, conditions of Contract, Technical specifications, mode of Payment, Schedule of Contract, Quantities, Drawings, other schedules and Annexure, etc, (everything mentioned in the tender document), for execution of above mentioned jobs, We the undersigned offer to execute and complete the above works, if we are awarded the job
2. We undertake, if our Tender is accepted, to commence the works within 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.20,400/- (Rupees Twenty thousand four hundred only)**

**DEMAND DRAFT / CASH RECEIPT NO:**

**DATE OF DRAWN:**

**NAME OF THE BANK:**

**ANY OTHER DETAILS:**

**DATE:**

**SEAL:**

**(SIGNATURE OF THE TENDERER)**

**CENTRAL INSTITUTE OF FISHERIES EDUCATION****(DEEMED UNIVERSITY, ICAR),****MUMBAI – 400 061****SCHEDULE****Name of work-Annual rate contract for painting and other civil works at CIFE Mumbai.**

<b>S. No.</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount (Rs.)</b>
1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level(a)"1:2:4 (1 cement : 2 coarse sand (zone-III) : 4 graded stone aggregate 20 mm nominal size).	3.00	cum		
2	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in : (a)Cement mortar 1:4 (1 cement : 4 coarse sand)	3.00	cum		
3	18 mm cement plaster in two coats under layer 12 mm thick cement plaster 1:5 (1 cement : 5 coarse sand) finished with a top layer 6 mm thick cement plaster 1:6 (1 cement : 6 fine sand).	300.00	sqm		
4	6 mm cement plaster 1:3 (1 cement : 3 fine sand) finished with a floating coat of neat cement and thick coat of Lime wash on top of walls when dry for bearing of R.C.C. slabs and beams.	100.00	sqm		
5	Providing and applying plaster of paris putty of 2 mm thickness over plastered surface to prepare the surface even and smooth complete.	800.00	sqm		
6	Distempering with 1st quality acrylic distemper (ready mixed) of approved manufacturer, of required shade and colour complete, as per manufacturer's specification.(a)Two or more coats on new work. <b>(Asian paints or equivalent)</b>	500.00	sqm		

7	Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade:(a)New work (Two or more coats applied @ 1.43 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm). <b>(Asian paints or equivalent)</b> <b>(Note-The work is required at Gr+4 level; therefore the quoted rate should be inclusive of necessary scaffolding.)</b>	800.00	sqm		
8	Applying priming coat:(a)With ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel galvanised iron/ steel works <b>(Asian paints or equivalent)</b>	500.00	sqm		
9	Wall painting with acrylic emulsion paint of approved brand and manufacture to give an even shade :(a)Two or more coats on new work <b>(Asian paints or equivalent)</b>	800.00	sqm		
10	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :(a)Two or more coats on new work. <b>(Asian paints or equivalent)</b>	500.00	sqm		
11	Providing and applying French spirit polishing :Two or more coats on new works including a coat of wood filler	50.00	sqm		
12	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface :(a)Water thinnable cement primer	800.00	sqm		
13	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	2500.00	sqm		

14	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge.(a)Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	5.00	cum		
15	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.(a)In cement mortar	5.00	cum		
16	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	500.00	sqm		
17	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved	50.00	cum		
18	Melamine polishing on wood work (one or more coat).	50.00	sqm		



19	<p>Providing and applying external raincoat painting with crack filling Pidilite Company Product Dr Fixit Rain Coat Acrylic polymer based chemical compound coating to the external surface of walls to prevent water seepage in the masonry walls during monsoon added with required shade steiner to give required shade to the surface in two coats.Including providing three coat of priming of Dr.Fixit Prime Seal Polymer base primer including preparing surface scarping the existing loose old paint, removing loose particles of sand on the surface opening and cleaning the cracks developed in external plaster, removing loose particles by chiseling, filling cracks by chemical compound of Dr.Fixit Crack-x with proper penetration etc. Coating of Raincoat with the help of brush and as per instructions and specification given by Pedilite and with instruction from Engineer-incharge. <b>(Note-The work is required at Gr+4 level; therefore the quoted rate should be inclusive of necessary scaffolding.)</b></p>	250.00	sqm		
				<b>Total in Rs.</b>	
				<b>Taxes if any</b>	
				<b>Grand Total Rs.</b>	

Amount in words(Rupees \_\_\_\_\_ )

**Sign Of Bidder**