

TENDER DOCUMENT

FOR

EXTERNAL PAINTING OF TYPE IV & V QUARTERS AT NEW CAMPUS OF CIFE MUMBAI



ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION

(A University Established Under Sec.3 of UGC Act, 1956)

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

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QUARTERS AT NEW CAMPUS OF CIFE
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ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION
(Deemed University, ICAR)
Off. Yari Road, Punch Marg, VERSOVA, ANDHERI (W)
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PART - I



**IMPORTANT DATES AND INSTRUCTIONS TO BIDDERS,
TERMS & CONDITIONS OF CONTRACT FOR EXECUTION OF
WORKS**

ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION
Off. Yari Road, Punch Marg, VERSOVA, ANDHERI (W)
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IMPORTANT INSTRUCTION TO THE BIDDERS

S.No.	Details of Schedule	Date, Time, Information
1	Issue of tender document	
2	Acceptance of online tenders	Ten days from date issue
3	Opening of tenders	Next day of last date of bid
4	Validity of tender	180 days from the date of opening of tender
5	Earnest money deposit	Rs. 70,000 /- (Seventy Thousand Only) in the format DD drawn in favour of "ICAR UNIT-CIFE, Mumbai"
6	Tender Document Charges	Rs.1,000/- (One Thousand) in the format DD drawn in favour of "ICAR UNIT-CIFE, Mumbai"
<p>Original DD towards EMD & Tender Cost must be submitted to the Office, OIC (Works) on behalf of Director, ICAR-CIFE, Mumbai before the time and date of opening of Tender/Bid, failing which the Tender will be summarily rejected without any communication.</p>		

7) IMPORTANT DATES AND INSTRUCTIONS TO BIDDERS, TERMS & CONDITIONS OF CONTRACT FOR EXECUTION OF WORKS

- 7.1 The scope of present work is **“External Painting of Type IV & V Quarter at New campus, 7 Bangalows, Versova, Andheri (W), Mumbai- 400061.**
- 7.2 The work will be awarded on the basis of lowest quoted amount.
- 7.3 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.
- 7.4 Tax deducted at source will be as per prevailing rules of Govt., of India
- 7.5 Cost of Tender Documents should be paid in the form of crossed demand draft drawn in favour of **“ICAR Unit, CIFE, Mumbai”**.
- 7.6 **Original DD towards EMD & Tender Cost must be submitted to the Office, OIC (Works) on behalf of Director, ICAR-CIFE, Mumbai before the time and date of opening of Tender/Bid, failing which the tender will be summarily rejected without any communication.**
- 7.7 **As per the Govt. of India Office order No.22(1)/2003/EP&M dt 29.07.2003, Ministry of Micro, Small & Medium Enterprises, Office of the Development Commissioner (MSME) EP&M Division, Govt. of India, the EMD and Tender Fee exemption is applicable only for Purchase/Procurement items; not for Civil Works. Therefore, the Bidder having the MSME Certificate will not be exempted from paying the EMD & cost of Tender Form.**
- 7.8 The work shall be executed as per CPWD specifications.
- 7.9 1% water and electrical charges will be recovered from the bill if supplied by the Department.
- 7.10 Taxes, if any, including GST should be clearly mentioned in the quotation, failing which it will be presumed that the quoted rates are inclusive of all taxes. No additional tax will be allowed if the same is not mentioned in the quotation document.
- 7.11 Any other item to be required at site to complete the work will be executed as per the lowest quoted rates on DSR-2016
- 7.12 The rates shall remain valid for 180 days from the date of opening of Tender.
- 7.13 Tender received after due date and time shall not be entertained.
- 7.14 Contractor/ agency should be experienced in above said work.
- 7.15 The EMD of unsuccessful bidders will be returned within 15 days from the date of award of work to successful bidder.
- 7.16 **The successful bidder has to pay Security Deposit amounting to 10% of the quoted amount within 7 days from the award of work.** The security deposit will be released only after six months from the date of successful completion of work.
- 7.17 The defect liability period is 6 months. Any defect arising in the defect liability period is to be rectified by the contractor without any extra cost, failing which the same shall be done departmentally at the **“risk and cost”** of the contractor and the amount of expenditure shall be deducted from the security deposit.
- 7.18 The quoted rates should be inclusive of cost of material, carriages, whatsoever, storage, watch and ward, wastages, etc. The quoted rates shall not be increased under any circumstances.
- 7.19 TDS will be deducted at source from the bill as per rules.
- 7.20 The Institute will not supply any tools, equipment’s, materials storage. The contractor has to make their own arrangement.

- 7.21 The EMD submitted by the bidder is liable to be forfeited by the Institute, if the selected firm/bidder fail to commence the work within seven days from the date of receipt of work order.
- 7.22 The work shall start within 3 days from the date of award and complete within 60 days failing which a penalty @ 1% per day delay will be imposed on the bill amount maximum up to 10%. The work must be completed within the specified time period.
- 7.23 The EMD submitted by the bidder is liable to be forfeited by the Institute, if the selected firm/bidder fail to commence the work within seven days from the date of receipt of Work order.
- 7.24 Works are to be executed strictly as per the specifications mentioned in the tender document failing which work shall be rejected.
- 7.25 The material used for renovation must be approved by the officer In-charge (Works)/ site in-charge before using failing which works shall be rejected.
- 7.26 The agency has to abide by all rules and regulations pertaining to labour act. The contractor has to take all necessary steps for the welfare measures of labours employed by him at the site.
- 7.27 The agency will be fully responsible for providing medical facilities to their labourers in case of any accident, etc. Matters related to labour welfare/problems should be dealt by the contractor only. CIFE, Mumbai shall not be responsible in such matters.
- 7.28 The tenders/bidders in their own interest are instructed to visit the site for understanding the site conditions, nature of work, etc.
- 7.29 The Director, CIFE, Mumbai reserves the right to accept or reject any or all tender / all tenders without specifying any reason whatsoever. No correspondence shall be entertained in this regard. The decision of the Director, CIFE, Mumbai shall be final and binding on all concerned in such matters.

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

Yours faithfully,

Enclosed :BOQ with technical specifications

Senior Administrative Officer

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.

1.4.0 MANNER OF SUBMISSION OF TENDER

The list of Documents are to be scanned and uploaded within the period of bid submission with the tender failing which the tender shall be rejected out rightly:

- I. A copy of contractor's valid registration with CPWD/ PWD/ MES/ BSNL/ MTNL/ P & T/ All India Radio/ PSU/ Any Other Govt. Organizations.
- II. Demand Draft of any scheduled bank against EMD and Tender Fee.
- III. Scan copy of Certificate of Registration for GST, Sales Tax / VAT and acknowledgement of up to date filed return if required.
- IV. Experience of two similar nature of works in last three years with satisfactory completion.
- V. A Scan copy of PAN Card
- VI. A Photostats (i. e Xerox) copy of blank cheque for making payment by RTGS method.

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, failing which the tender shall be rejected out rightly:

1.6.0 EARNEST MONEY DEPOSIT (EMD)

1.6.1 The tenderer shall pay Earnest Money Deposit, 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 180 days** after the date of opening prescribed by CIFE.

1.8.0 CARE IN SUNMISSION 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 initiated 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 not be superscribed with the name of the work.
- 1.9.0 OMISSION 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 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.
- 1.11.0 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.
- 1.12.0 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.
- 1.13.0 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.
- 1.14.0 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.

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 **3 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 No extra payment on this account will be made to contractor. The quoted rates must be valid for **180 days** from the date of opening of tender.
- 3.2 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 Original DD towards EMD & Tender Cost must be submitted to the Office, OIC (Works) on behalf of Director, ICAR-CIFE, Mumbai before the time and date of opening of Tender/Bid, failing which the Tender will be summarily rejected without any communication.
- 4.3 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).
- 4.4 The Earnest money of the tenderer shall be forfeited to CIFE without prejudice to any other rights or remedies.
- 4.5 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 require, or if so required, shall remove the materials or articles so specified and provided & other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the 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 Full and final payment will be made only after successful completion of the entire job. Part payment/ running bill may be accepted for payment minimum of amount of rupees ten lakhs. No correspondence shall be entertained in this regard.
- 8.2 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.
- 8.3 All payments for the work will be made through RTGS.
- 8.4 Regarding all payments, inquiry shall be made only to the Officer-in-charge (Works), CIFE, Mumbai.

CLAUSE 9: TECHNICAL SPECIFICATIONS

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

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

CLAUSE 14: SUPERVISION AND INSPECTION OF WORKS AND QUALITY CONTROL**(a) SUPERVISION**

The contractor shall either himself supervise the execution of the works or shall appoint the competent engineer approved by the Engineer-in-charge, to act on his behalf. If in the opinion of the officer-in-charge, the contractor has himself no sufficient knowledge and experience of receiving instructions or cannot give his full attention to the works, the contractor shall at his own expenses, employ as his accredited agent a qualified Engineer approved by the 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 of 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 Officer-anchorage / 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 Officer-in-charge as equivalent thereto or in absence of such authorized specification. Such requirement test and/or analysis as may be specified by the 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 Officer in-charge. No claim of extra work shall be paid separately.
- 17.2 Claims for any extra work shall be registered **within 30 days of occurrence** of the event along with first and final bill. No separate bill shall ever be made for any additional or extra works done. CIFE shall not be responsible if the contractor executes any extra work without written order

CLAUSE 18: HANDING OVER OF WORK:

- 18.1 All the works and materials before final taken over by Government, will be the entire liability of the contractor for guarding, maintaining and making good any damages of any magnitude, interim payments made for such work will not alter this position. The 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 Officer-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.

Yours faithfully,

Enclosed :BOQ with technical specifications

Senior 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.

DEMAND DRAFT / RECEIPT NO:

DATE OF DRAWN:

NAME OF THE BANK:

ANY OTHER DETAILS:

DATE:

SEAL:

(SIGNATURE OF THE TENDERER)

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

CENTRAL INSTITUTE OF FISHERIES EDUCATION (DEEMED UNIVERSITY, ICAR), MUMBAI – 400 061 Estimate according to DSR 2016						
Name of work-External painting of Type IV & V quarters at new campus of CIFE Mumbai.						
S. No.	Description	DSR	Qty	Unit	Rate	Amount (Rs.)
1	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq.meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground within 50 metres lead :(a)With cement mortar 1:4 (1cement: 4 coarse sand)	14.1.2 / Pg-242	200.00	sqm	274.80	54960.00
2	Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade:(a)New work (Two or more coats applied @ 1.43 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm). (Asian paints or equivalent)	13.47.1 / Pg-231	9500.00	sqm	96.80	919600.00
3	Applying priming coat:(a)With ready mixed zinc chromate primer of approved brand and manufacture on steel galvanised iron/ steel works (Asian paints or equivalent)	13.50.3 / Pg-231	1600.00	sqm	29.10	46560.00
4	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :(a)Two or more coats on new work. (Asian paints or equivalent)	13.61.1 /Pg-232	1600.00	sqm	78.40	125440.00
5	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface :(a)Water thinnable cement primer (Asian paints or equivalent)	13.43 / Pg-230	9500.00	sqm	36.95	351025.00

6	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.	14.46 / Pg-246	#####	sqm	10.80	119880.00
7	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	15.56 / Pg-258	200.00	sqm	22.40	4480.00
8	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved	15.60 / Pg-258	10.00	cum	120.55	1205.50
	Non-schedule item					
E-1	Crack filling- Work includes developing the crack area,filling it with W.P compound (Polyak W.P. Sunanda or equivalent) and cement and applying two coats of slurry mixed with W.P. and cement making it leak proof.etc complete as per instruction from Engineer in-charge.	N.S	900.00	Rmt	100.00	90000.00
E-2	Providing,erecting and dismantaling (after completion of work) double bamboo scaffold with vertical and horizontal and braces. The height of the scaffold to be erected would be maximum 35'. The scaffolding should have a provision for continuoius cantilever working platform constructed by aides to be strutted diagonally to prevent from buckling under the weight of men & materials at comfort level for the men and the artisans to work which is 6;' to 9" away from wall or chajja or any projections of the wall. The elevational area of the scaffolding shall be measured for payment purpose .The payment will be made once irrespective of duration of scaffolding.	N.S	5800.00	Sqm	85.00	493000.00

Total of Schedule items	1623150.50
Add cost index 35.29%	572809.81
Non-schedule item	583000.00
Gross Total	2778960.31
say Rs	2778946.00

Subject to be following terms & condition :-

- The Work shall be executed as per CPWD specification.
- Income Tax, work Tax & Work cess as per norms shall be recovered from the Bill.
- 1% water and electrical charges will be recovered from the bill if supplied by the Department.
- Taxes, if any, including GST should be clearly mentioned in the quotation, failing which it will be presumed that the quoted rates are inclusive of all taxes. No additional tax will be allowed if the same is not mentioned in the quotation document.
- All the materials, laboures, T&P etc. required will be arranged by the firms itself.
- A Running payment may be made after the successful completion of work for amount not less than Rs.10,00,000/- (Rupees Ten lakhs only)
- The Director, ICAR-CIFE has the right to reject any or all the quotation/tenders without assigning any reason.

Percentage rate to be quoted by bidder above or below or at par -----.....

Percentage rate to be quoted by bidder above or below or at par in words -----

Date:

Sign of bidder with seal