

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

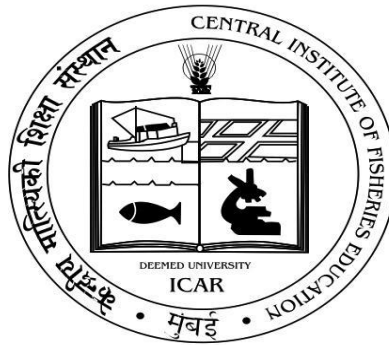
Tel. No. 022-26361446/7/8

Fax No. 022-26361573

Web Site: www.cife.edu.in



TENDER DOCUMENT



TENDER FOR ANNUAL MAINTENANCE CONTRACT
OF GARDENS & HORTICULTURAL WORKS
ON JOB CONTRACT BASIS
(2019-20)

TENDER DOCUMENT

FOR

**FOR ANNUAL MAINTENANCE CONTRACT OF GARDENS &
HORTICULTURAL WORKS ON JOB CONTRACT BASIS
(2019-20)**



PART - I

TECHNICAL BID

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

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(DEEMED UNIVERSITY)
Panch Marg, Off Yari Road, Versova, Andheri (West)
MUMBAI – 400061

Tel. No. 022-26361446/7/8

Ext No. 519

Web Site: www.cife.edu.in

F. No. 50/19-20/Horticulture/P

Dated: 15.07.2019

NOTICE INVITING TENDER

The Director, Central Institute of Fisheries Education (CIFE), Mumbai-400 061 invites sealed Tenders in 2 (two) Bid system (Technical and Financial Bid) from the eligible, experienced, and registered Agencies/Contractors for **“PROVIDING ANNUAL MAINTENANCE CONTRACT OF GARDENS & HORTICULTURAL WORKS ON JOB CONTRACT BASIS”** in the CIFE head quarter, Mumbai. Tender document containing details of works, and terms and conditions of the contract can be downloaded from CPPP site online (<https://eprocure.gov.in/eprocure/app>) **from 15.07.2019 to 05.08.2019**. Tender form can also be downloaded from CIFE’s website www.cife.edu.in.

Tender fee of **Rs. 1000/- (Rupees One thousand only)** is applicable for all bidders including NSIC holders and the same can be paid by Demand Draft payable to **“ICAR Unit - CIFE”** at Mumbai (Non-refundable). An amount of **Rs. 45,000/- (Rupees Forty Five 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. **The DDs can be dropped in the Tender box or posted to Chiarperson (Job Contract Cell), Attention: Asstt. Admin Officer (Job Contract Cell), CIFE, Off Panch Marg, Versova, Mumbai 400061.**

The prospective Agencies/Contractors **must** attend the **Pre-bid meeting** scheduled on **29.07.2019 at 1500 hours** in the Committee Room No. 314 of the Main Academic Building in the new campus of CIFE.

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.

CHIARPERSON (JOB CONTRACT CELL)



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



Tel. No. 022-26361446/7/8, Ext. No. 519/533, Fax No. 022-26361573
Web Site : www.cife.edu.in

F. No. 50/19-20/Horticulture/P

Dated: 15th July 2019

NON TRANSFERABLE TENDER DOCUMENT

INVITATION TO TENDER (IN TWO BID SYSTEMS) AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING CONTRACT FOR PROVIDING ANNUAL MAINTENANCE CONTRACT OF GARDENS & HORTICULTURAL WORKS ON JOB CONTRACT BASIS

- | | |
|--|------------------------------|
| 1. Cost of Tender Form | : Rs. 1,000/- |
| 2. Issue of tender document | : 15 th July 2019 |
| 3. Last date of receipt of online tender | : 05 th Aug 2019 |
| 4. Technical bid to be opened on | : 06 th Aug 2019 |
| 5. Pre-bid Meeting at 1500 hrs. in the Committee Room on | : 29 th July 2019 |
| 6. Tender to remain open for acceptance up to 90 days From the date of opening of Financial Bids | |
| 7. The Tender form is available on CIFE's website : www.cife.edu.in | |



ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION (Deemed University)
(Indian Council of Agricultural Research)
Panch Marg, Off Yari Road, Versova, Andheri (West), **MUMBAI-400061**

Tel. No. 022-26361446/7/8, Ext. No. 519/533, Fax No. 022-26361573

Web Site : www.cife.edu.in



F. No. F. No. 50/19-20/Horticulture/P

Dated: 15.07.2019

SUBJECT: PROVIDING ANNUAL MAINTENANCE CONTRACT OF GARDENS & HORTICULTURAL WORKS ON JOB CONTRACT BASIS (2019-20)

Note: All communications must be addressed to the Senior Administrative Office, ICAR - Central Institute of Fisheries Education (Deemed University), Indian Council of Agricultural Research, Panch Marg, Off Yari Road, Versova, Andheri (West), Mumbai-400 061.

From

The Chiarperson (Job Contract Cell)

Central Institute of Fisheries Education
Mumbai – 400 061

To

M/s. -----

Dear Sir(s),

Online E-Tenders (in 2 bid system – Technical and Financial bid) are hereby invited on behalf of the Director, Central Institute of Fisheries Education (CIFE), Mumbai for “ANNUAL MAINTENANCE CONTRACT OF GARDENS & HORTICULTURAL WORKS ON JOB CONTRACT BASIS” at Central Institute of Fisheries Education (Deemed University), Indian Council of Agricultural Research, Panch Marg, Off Yari Road, Versova, Mumbai – 400061

1. The terms and conditions of the contract which will govern any contract made are those contained in the General conditions of contract applicable to the contracts placed by the CIFE and by the Research Institutes of the ICAR and the special terms and conditions detailed in the tender forms and its schedules. Please submit your rates in the tender form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.
2. An earnest money (EMD) of **Rs. 45,000/- (Rupees Forty Five Thousand only)** must be deposited in the form of demand draft/pay order payable to “**ICAR Unit-CIFE**”, Mumbai. However, Agencies holding/registered with Central purchase Organization, National Small Industries Corporation (NSIC) or concerned Ministry or Department are 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.

3. The tenderer is being permitted to give Tender in consideration of the stipulations on his part that after submitting his tender, he will not resile from his offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulation, the aforesaid amount of EMD will be forfeited by the CIFE. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the CIFE.
4. The Schedules of the Tender form should be returned intact and pages should not be detached. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and to be signed in full by the tenderer. In such cases reference to the additional pages must be made in the tender form. If any modification of the schedule is considered necessary, it should be communicated by means of a separate letter along with the tender. Overwriting/erasing in rates to be quoted by the tenderer will not be allowed; otherwise, the tender may be rejected.
5. The Tender is liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tender are not fully filled in. Individual signing the tender or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
6. If the Tenderer does not accept the offer, after issue of letter of Intent (i.e. LOI) by the Institute (CIFE) within 15 days, the offer made shall be withdrawn and Earnest Money (EMD) will be forfeited.
7. In case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the CIFE shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tender and the schedules to the tender and annexure, if any, should be signed by the tenderer.

8. Details of Bid Submission online

a) Technical Bid:

Prequalification documents: Self-attested & sealed PDF files of prequalification documents i.e. Registration Certificate, Copy of previous Work Orders, Certificate for turnover (This turnover certificate should be issued by registered Chartered Accountants), IT and Balance Sheet, Experience - Cum - Satisfactory Services Certificate, Client list, EPF Certificate, ESIC Registration, GST Certificate, Labour License, No legal Suit / Criminal Case against the Agency/Firm, Solvency Certificate **(for details please check Points 18 to 20)**

b) Financial Bid (.e. BOQ)

11. The CIFE does not pledge itself to accept the lowest or any other tender and also reserve to itself the right of accepting the tender in whole or in part of the tender. You are however at liberty to tender for the whole or any portion or to state in the tender that the rates quoted shall apply only if the tender is considered fully. **Other conditional Tenders will not be accepted.**
12. **The successful bidder, after award of the contract and before commencing the work, should deposit an amount equivalent to 10% of the annual value of the contract as Performance or Security Deposit.** In the event of non-deposition of the same, the earnest money (EMD) will be forfeited.
13. No interest on Performance/Security Deposit (S D) & Earnest Money Deposit (ED) shall be paid by the CIFE to the tenderer.
14. Any other statutory taxes in respect of this contract shall be payable by contractor, and CIFE will not entertain any additional claim whatsoever in this respect once the tender has been finalized. The Income Tax shall be deducted at source (TDS) on GST from monthly bills of the successful tenderer, as per rule.
15. DIRECTOR, CIFE, MUMBAI reserves the right to reduce or terminate the period of contract or extend its duration in the interest of the CIFE for any justifiable reasons. It is not mandatory on the part of CIFE to communicate the same to the tenderer.
16. The decision of DIRECTOR, CIFE, MUMBAI will be final for any aspect of the contract and binding to all parties. Disputes arising, if any, on the contract will be settled at his/her level; and, will not be referred to any outside arbitration.
17. Acceptance by the Institute (CIFE) will be communicated by FAX, E-mail, Speed post or any other form of communication. Formal letter of acceptance and work order will be forwarded as soon as possible, but the earlier instructions in the FAX/E-mail/Express letter etc. should be acted upon immediately.

18. Qualification criteria:- The firm shall be based in Mumbai and having a minimum turnover of Rs 50 Lakhs and above in the last three financial years (2015-16, 2016-17, 2018-19). The firm should have experience of having undertaken similar type of works in the past. A minimum of one work order of Rs. 12 Lakhs or more or two work orders of Rs. 8 Lakhs each or more during one financial year in the last three consecutive years in the Offices of Central Govt. / State Govt. / PSU / University / School / Colleges or in Corporate Offices etc. Preference will be given to the tenderer quoting for all the schedules of work; subject to fulfilment of terms and conditions and other statutory Govt. levies. Preference will be given to Agencies who have been carrying out similar nature of works (i.e. GARDENS & HORTICULTURAL MAINTENANCE WORKS) in Govt. or semi-Govt. organizations and Corporate Offices.

19. The Competent Authority at its discretion may detail a Committee consisting of two-three officers to visit the place(s) where the firm may be providing the services before finalizing the firms for technical evaluation. Only the technically found suitable firms would be called to witness the process of opening the financial bids.

20. 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):-

- a) Registration Certificate: Registration certificate of the firm under BOMBAY SHOPS & ESTABLISHMENT ACT 1948 (FORM – D), Govt. of Maharashtra or equivalent certificate issued by other states/ central Govt.
- b) Copy of Work Orders: Work / Supply Orders in support of Minimum Annual Turnover of the Agency / Firm in the last 3 financial years (2015-16, 2016-17 and 2018-19) (as per point No. 18 above) 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.
- c) Certificate for turnover: Certificate for turnover of the firm for the last 3 financial years (2015-16, 2016-17 and 2017-18). This turnover certificate should be issued by registered Chartered Accountants, failing which tender is liable to be rejected.
- d) IT and Balance Sheet: last 3 financial years Income Tax Return and balance sheet of the Firm/Agency for the (2015-16, 2016-17 and 2017-18) & a copy of PAN Card.
- e) **Experience - Cum - Satisfactory Services Certificate:** Duly certified copies (minimum three) of the satisfactory performance where the tenderer has provided satisfactory services during the 3 financial years (2015-16, 2016-17 and 2017-18).
- f) **Client list:** A list of clients where the Firm has undertaken similar works
- g) **EPF Certificate:** Employee EPF registration certificate issued by local govt. etc.
- i) **ESIC Registration:** ESI registration certificate issued by local Govt. etc.
- j) **GST Certificate:** Goods & Services Tax (GST) registration certificate issued by the local Govt. etc.

- k) **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.
- l) **Solvency certificate** issued by Bank
- m) **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.

(Note: Documents in support of above mentioned items of the Check List must be enclosed along with the Technical bid in the same sequence as mentioned above. Each document must be properly flagged with title of the document clearly written on it)

- 21.** Outside firms (i.e. the firms whose office is not established in Mumbai) shall not be considered for participation in the Tender.
- 22.** Successful tenderer will have to enter into a detailed contract agreement with CIFE on non-judicial stamp paper of Rs. 100/-.
- 23. The Technical bid and financial bid must be submitted in online in due time.**

Yours faithfully,

**Chairperson (Job Contract Cell)
For and on behalf of the DIRECTOR
CIFE, Mumbai-400 061**

TENDER FOR “ANNUAL MAINTENANCE CONTRACT OF GARDENS & HORTICULTURAL WORKS ON JOB CONTRACT BASIS” IN THE CAMPUS OF CIFE, MUMBAI

Full Name & Address of the Tenderer
in addition to Post Box No., if any,
should be quoted in all
communications to this Office :

Telephone No. :

Telegraphic Address/FAX/Cellular No. :

E-Mail address :

FROM: (Address and Contact numbers)

To

The Director

Central Institute of Fisheries Education
Mumbai – 400 061

Sir,

1. I / We have read all the particulars regarding the General information and other terms and conditions of the contract for **ANNUAL MAINTENANCE CONTRACT OF GARDENS & HORTICULTURAL WORKS ON JOB CONTRACT BASIS** at the Central Institute of Fisheries Education, Mumbai and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in Schedule-I to this tender and I/we agree to hold this offer open till **90 (Ninety) days from the date of opening of Financial bids**. The rates quoted will be valid for a period of one year in the event of award of the Contract or till the termination of the Contract whichever is later. I/We shall be bound by a communication acceptance dispatched within the prescribed time.

2. I/We have understood these terms and conditions of the contract and shall provide the best services strictly in accordance with these requirements.

3. The total no. of sheets including Tender Document and all supporting papers is -----

4. The following pages have been added to and form a part of this tender _____. The Schedules-I & II to accompany this tender are at pages_____

5. Every page so attached with this tender bears my signature and the office seal.

6. DD No. _____ of Rs. _____ drawn in favour of **“ICAR Unit CIFE” and payable at Mumbai** is enclosed as earnest money required.

7. DD No. _____ of Rs. _____ drawn in favour of **“ICAR Unit CIFE” and payable at Mumbai** is enclosed towards the cost of tender form as we have downloaded this tender document.

Yours faithfully,

Signature & Seal of the Tenderer

Dated:

Witness 1:

Witness 2:

SCHEDULE - I

SCHEDULE TO TENDER

| S.No. | Details | Information |
|--------------|----------------|--------------------|
|--------------|----------------|--------------------|

PART – I

- | | | |
|------------|--|--|
| 1 | Name of the Firm/Agency: | |
| 2 | Full address with Post Box No. if any, Telephone, FAX, Mobile No., E-mail if any: | |
| 3 | Constitution of the Firm/ Agency (Attach copy) | |
| | a) Indian Companies Act, 1956: | |
| | b) Indian Partnership Act, 1932: (Please give names of partners) | |
| | c) Any other Act, if not, the owners: | |
| | d) Details, if not the Owners: | |
| 4 | For Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the tender: | |
| (i) | If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute Condemning business of the partnership to arbitration | |

| | | |
|-------------------|---|--|
| (ii) | If the answer to above is in point one and two the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partner | |
| 5 | Name and Full Address of your Banker | |
| 6 | Your permanent Income Tax Number/ Circle/Ward | |
| 7 | Any other relevant information | |
| PART – II | | |
| 8 | Earnest Money Deposited: Yes/No If Yes, details – | DD or Pay order No. _____ Dated: _____ Amount: Rs. _____ Issuing Bank: _____ |
| PART – III | | |
| 9 | Name and Address of the firm's representative and whether the firm would be representing at the opening of the tender: | |
| 10 | Name of the permanent Representative (with Telephone Mobile No.) to be visiting CIFE New Campus regarding the contract: | |

Note: Please add supplementary pages to be numbered wherever needed by the tendered.

Date: _____

Place: _____

Authorized Signatory

SCOPE OF WORKS, GENERAL INFORMATION AND OTHER TERMS & CONDITIONS OF THE CONTRACT

SECTION I

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 Chiarperson (Job Contract Cell), 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 **Validity of Tender:** 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 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 Chiarperson (Job Contract Cell) of CIFE without delay.

CLAUSE : TENDERED RATES

- 2.1 The tenderer shall quote the bid amount as **“Lump-sum amount per month”** complying with the instructions contained in the tender document. **The quoted rate must be inclusive of the followings:**
- Wages to be paid to the workers on minimum wages basis (applicable to garden / horticultural works) as notified by the Labour Commissioner, Ministry of Labour & Social Justice, Government of India, or State Govt. from time to time (whichever is higher).
 - Contribution to EPF, ESIC and BONUS as per prevailing labour laws
 - Contractor’s profit
 - All mandatory taxes like GST, which are and applicable from time to time
 - Other statutory obligations as per prevailing labour laws
 - Cost of Uniform, Gumboots, Raincoat, Umbrella, Stationary etc. and any other facilities to be provided to the labour as per the norms of Government
 - **Each worker shall work for no more than 8 hours each day and 26 days a month. However, service is required for all days of the month including Sunday and holidays. This is equivalent to 12 unskilled workers for this AMC of garden and horticultural works on both the campuses of CIFE.**

- 2.2 The contractor must visit the site and study the working conditions, site conditions, and the quantum of work involved and quote lump sum rates per month.
- 2.3 The attendance on pre-bid meeting is mandatory for consideration of the bid.

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. However, Agencies holding/registered with Central purchase Organization, National Small Industries Corporation (NSIC) or concerned Ministry or Department are exempted from paying EMD.
- 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/her tender during the tender validity period as specified in the tender document
 - (b) If, after acceptance of his/her 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/her tender, the successful tenderer fails to furnish the balance of Security deposit.
 - (e) If, after acceptance of his/her 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 annual tendered value (tendered amount of 12 months) in the form of crossed Demand Draft drawn in favour of “**ICAR UNIT- CIFE, Mumbai**” towards security deposit within **7 days** after receiving the letter of intent / work order.
- 4.2 Commencement of work shall be permitted only after the receipt of Security Deposit.
- 4.3 The Earnest Money of the successful tenderer shall be treated as part of Security Deposit.
- 4.4 If the successful tenderer fails to deposit the Security Deposit within the notified period, it will be presumed that the contractor is not interested in the contract and the offer of contract shall be cancelled and the EMD of the contractor will be forfeited.

4.5 The Security Deposit will remain with the institute as long as the contract is in force.

CLAUSE 5: LABOUR ACT

5.1 No contractor shall employ any person who is under the age of 18 years 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 and all benefits as prescribed by the Labour Commissioner, 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 Director, CIFE, Mumbai / Secretary, ICAR, New Delhi. The decision of the Secretary, ICAR shall be conclusive and binding on the contractor

5.3 All facilities provided in the contract labour act should be provided (Contract Labour Regulation and Abolition Act, 1971) to the workmen. The contractor should issue identity card to all of his/her workmen.

5.4 The contractor shall pay fair and reasonable wages as per the minimum wages act (Govt. of India / Govt. of Maharashtra, whichever is higher) prevailing in the locality.

5.5 The contractor shall duly comply with all provisions of Contract Labour (Regulation and Abolition) Act 1971 and Maharashtra State Contract Labour (Regulation and Abolition) rules 1971, as amended from time to time and all other relevant status and statutory provision concerning payment of wages particularly to the workmen employed on the site.

5.6 The contractor shall comply with all the labour regulations in respect of his/her workmen provided for AMC of gardens and horticultural works. The contractor shall indemnify CIFE of the entire obligation arising out of the labour laws and regulation applicable.

5.7 There shall not be any Employer and employee relation between the workers and the Institute

CLAUSE 6: SAFETY OF THE WORKERS

6.1 The contractor shall be responsible for and shall pay any compensation to his workmen under the Workmen's Compensation Act 1923 (VIII of 1923) (hereafter call the said act) for injuries caused to the workmen.

6.2 The contractor shall be responsible for and shall pay the expenses or providing any medical aid to any workman who may suffer bodily injury as a result of accidents including snake biting.

6.3 The contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of workers employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with following regulations in connection therewith

- (a) The workers shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.
- (b) When work is carried out in proximity to any place where there is risk or drawing all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for prompt rescue of any person in danger
- (c) Adequate provisions shall be made for first aid treatment of all injuries likely to be sustained during the course of work

CLAUSE 7: MODE OF PAYMENT

7.1 The payment will be made every month after successful completion of the works. The concerned Officer- In-charge of the garden/ Estate Officer or the concerned committee will certify the bill if the works are carried out satisfactorily. No advance shall be given.

7.2.1 All payments for the work will be made through RTGS/PMSF method. No cash or cheque payment is possible.

CLAUSE 8: UNSATISFACTORY WORKS

Work must be done satisfactorily under the direct monitoring of the Contracting Agency. The Agency shall be solely responsible for execution of all works mentioned in the Part-III. The members of the committee and the concerned In-charge of the Garden / Estate Officer will certify the works done. If the works are found to be unsatisfactory, then proportionate deduction will be made from the bill of contractor and this may even lead to termination of the contract. The decision of the competent authority in CIFE shall be final and binding on the contractor in such matters.

CLAUSE 9: INCOME TAX DEDUCTION

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

CLAUSE 10: DAMAGES TO GOVT.PROPERTY

10.1 Compensation for all damages done intentionally or unintentionally by contractor's workmen whether in or beyond the limits of Govt. property including any damage caused by spreading of fire, shall be estimated by the Engineer In charge subject to the decision of the Director, CIFE, on appeal shall be final and the contractor shall bound to pay the amount of the assessed compensation on demand, failing which, the same will be recovered from the bill of the contractor.

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

CLAUSE 11: MONITORING OF WORKS AND QUALITY CONTROL.

(a) MONITORING OF WORKS

The contractor shall monitor the works and shall be fully responsible for execution of works on day to day basis up to the satisfaction of competent authority in CIFE.

(b) INSPECTION

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

CLAUSE 12: CLAIMS

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

CLAUSE 13: OTHER CONDITIONS

13.1 The contractor shall not sublet or assign his contract to others

13.2 Except where otherwise specified in the contract the decision of the Director, CIFE, Mumbai, shall be final and binding on all parties of the contract upon all questions relating to the meaning of the specifications, nature of works, etc, or as to any other question, claim, right, matter, or thing whatsoever, in any way arising out of, or relating to the contract, etc, or otherwise concerning the works, or the execution, or failure to execute the same, whether arising, during the progress of the work, or after the completion, or abandonment thereof

13.2.1 If the contractor stops the work in between on personal or financial grounds, etc, for more than seven days after the commencement of works, the competent authority of CIFE shall issue a notice to the contractor to this effect, and the work order stand cancelled

13.2.2 The contractor should commence the works within seven days from the date of receipt of the notice, failing which the contract shall be terminated. The decision of the Director, CIFE, Mumbai, will be final in this regard without prejudice to any other rights or remedies whatsoever.

CLAUSE 14: SPECIAL TERMS & CONDITIONS

14.1 It is the responsibility of the contractor to provide essential items like **uniform, gumboots, raincoat, umbrella, stationary etc.** to his / her employees.

14.2 The work in garden should commence **at 0800 hours** sharply, and the work in garden should be continued up to **1600 hours** on all days of the month including Sundays and holidays.

- 14.3** Watering and irrigation works must be done on daily basis.
- 14.4** The payment to workmen shall be made by the contractor on minimum wages basis with all other benefits as prescribed by the Govt. of India or State Govt. (whichever is higher) from time to time. Payment towards EPF, ESIC, Bonus, etc. should be made and record of all such payments shall be kept with the contractor for inspection by concerned officers of CIFE or LEO of office of Labour Commissioner.
- 14.5** Contractor will be fully responsible for all legal matters arising out of the contract. The contractor should not allow his workmen to join any labour Unions/Associations. If any the workman is found in such Unions, the contract will be terminated at once.
- 14.6** 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.
- 14.7** Contractor has to provide all medical facilities to their workmen. No accommodation shall be provided to workmen of the contracting agency for their stay on the campus.
- 14.8** The contractor has to maintain record of payment of wages and other relevant records as required under prevailing rules and regulations.
- 14.9** Bonus and other additional facilities to workmen is responsibility of the contractor. The institute shall not pay anything extra over and above the quoted amount.
- 14.10** **Liquidity Damages:** An amount equivalent to 2 days Contract Value, subject to a minimum of **Rs. 2,500/- (Rupees Two thousand Five hundred only)** shall be levied as liquidated damages per day, if whenever and wherever it is found that the work is not up to the mark in any Section. If services are not satisfactory, it will be brought to the notice of the supervisory staff of the firm by Institute; and, if no action is taken within **Three Hours** liquidated damages clause will be invoked.
- 14.11** **Arbitration Clause:** Decision of DIRECTOR, CIFE shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any, on the contract will be settled at his/her level by mutual consultation and in case failure of the settlement, dispute shall be referred to the sole arbitrator to be appointed by the Director, CIFE, Mumbai in consultation with Secretary, ICAR, New Delhi. The decision of the sole arbitrator so appointed shall be final and binding on the parties. The arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.

SCHEDULE-II

SECTION II

WORKS TO BE EXECUTED

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

1. Watering to all lawns and gardens, plastic flower pots, concrete flower pots, built-in-flower pots, plant hedges, fruit-plants, trees, etc., in the specified areas of the new campus of CIFE.
2. Cutting/trimming of grass at regular intervals of time to give uniform look in all lawns/ gardens. Trimming and shaping of hedges and plants in approved pattern/ fashion/ design in all the gardens. Preparation and maintenance of flower pots.
3. Applying soil, manure, fertilizers, chemicals and pesticides, plants, trees, etc. as and when required. The fertilizers and chemicals shall be supplied by the Institute (i.e. ICAR-CIFE, Mumbai).
4. Overall maintenance of all gardens in a very presentable condition in order to give a beautiful look to the campus.
5. All works pertaining horticulture like irrigating gardens; trimming and shaping of hedges, plants, trees, plants, etc.; maturing; and maintenance should be monitored by the contracting agency as per the directions of Garden In-Charge/Estate Officer
6. Weeding out wild plants, grass, shrubs, etc., from the gardens and flower pots.
7. Removing unwanted grass, plants, etc. from the sides of the roads adjoining the gardens.
8. Keeping the entrance podium area (new campus) in the gardens in a neat and cleaned condition.
9. Spraying chemicals/pesticides/herbicides to trees, plants, grass, etc. as and when required. The chemicals/pesticides/herbicides will be supplied by the Institute.
10. Numbering of flower plants, trees, and other garden assets etc.

11. Removing old plants from the flower pots and planting new ones.
12. Display of flower plants / flower pots at various locations/places in the Main Academic Building or at required places whenever there is a function/programme/convocation/VIP visit etc. in the office premises and removal of the same after the programme is over.
13. Plantation of new plants and trees in the gardens, flower pots, and by the sides of roads. The plants and trees shall be supplied by the institute.
14. Nursery Management: ICAR-CIFE has developed a small nursery in its new campus. The Agency/Contractor has to maintain the Nursery all the time as per the instructions of the Garden In charge. The work includes watering the plants, development of new plants, and maintaining them green etc.
15. Plantation of new plants on the occasion of Independence Day, Republic day, visit of VIPs to the institute or during any other programmes & functions.
16. Management of Organic Waste: Excavation of earth, making vermi compost pits, dumping organic waste on day-to-day basis, monitoring vermi compost management regular basis etc.
17. Any other work or assignment related to gardening and horticultural works in the new campus of CIFE as and when required as per the instructions of the garden In-charge or Estate Officer.

TABLE SHOWING DETAILS OF GARDENS, FLOWER POTS, AND OTHER WORKS TO BE EXECUTED IN THE NEW CAMPUSE OF ICAR-CIFE, MUMBAI

| Sno. | Name and description of garden / flower pots / work | Remarks |
|----------|---|--|
| A | GARDENS IN THE NEW CAMPUS | |
| | All gardens/lawns in the new campus viz. Behind the Aquaculture division; in front of Main Academic Building; lawn of Convocation Ground; around Tennis Court; behind Canteen; in front and around Boys' Hostel, Girls hostel, and International Guest House; in and around Director's Residence; all gardens in residential area (Type-IV and Type-V quarters); in front of Admn. Section, adjoining Gymnasium, and around Library; foot-ball ground, or any other ne garden if developed in new campus due course of time | All these gardens are to be properly maintained. Work includes watering the gardens on daily basis, grass trimming & cutting, maintaining hedge all around, removing wild grass, clearing unwanted weeds, leveling of garden, providing fertilizer / manure, putting red earth, brick lining wherever required, maintaining tree plants in these gardens, etc. |
| B | FLOWER POTS | Maintenance of flower pots on day to day basis. This also includes keeping podium area (new campus) neat and clean. |
| | All flower pots – plastic, concrete, built-in, etc. in the new campus of CIFE | |
| C | NURSERY AND ORGANIC WASTE MANAGEMENT | Collection of organic waste from garden and preparation of organic manure, vermi-composting on regular basis, Nursery management etc. |
| | Making nurseries, making pits for dumping organic wastes etc. in the new campus of CIFE | on day to day basis |

DETAILED INFORMATION / TERMS AND CONDITIONS FOR HIRING THE SERVICES OF GARDENS & HORTICULTURAL WORKS ON JOB CONTRACT BASIS THROUGH THE PLACEMENT AGENCY

1. The personnel engaged for the services in CIFE, (i.e. Contractor) will take remuneration/wages from them. Hence, the **personnel engaged by the Agency will have no claim of whatsoever nature including monetary claims or any other claim or benefits from CIFE.**
2. The Agency / Contractor shall make their own arrangement for commuting the personnel requisitioned to the CIFE's Offices. CIFE has two campuses namely Old Campus located at Fisheries University Road, Seven Bungalows, Versova, Mumbai and New Campus located at Panch Marg, Off Yari Road, Versova, Mumbai at a distance of 1 km from each other and back.
3. The Agency / Contractor will furnish to the CIFE the full particulars of the Personnel engages for said works, including details like Name, Father's Name, Age, Photograph, Permanent Address, Telephone number, Police verification etc. and they will also ensure the verification of the antecedents of such personnel from their Ex-employer/Police and also ensure that they possess the requisite academic/technical qualifications and experience for rendering the requisite services to the CIFE.
4. The Agency / Contractor will be responsible for compliance of all the applicable laws and obligations arising out from the action of providing services of **GARDENS & HORTICULTURAL SERVICE WORKS ON JOB CONTRACT BASIS at CIFE Mumbai.**
5. Any liability arising under Municipal, State or Central Govt. laws and regulations will be the sole responsibility of the Placement Agency, and the CIFE shall not be responsible for any such liability.
6. The Agency / Contractor shall undertake to indemnify the CIFE for any liability under any law arising out of the engagement of the said personnel.
7. The Agency / Contractor shall comply with all the rules and regulations regarding safety and security of its employees, and the **CIFE will in no way be responsible in any manner in case of any mishap to their personnel.**
8. The personnel provided shall be under the direct control and supervision of the Placement Agency. However, they shall comply with the oral and written instructions given on day to day basis, by the Officer(s) authorized by the CIFE, from time to time. They will be bound by office timings, duty, placement, locations etc. as decided by the CIFE.

9. The Agency / Contractor shall not sub-contract the services of personnel sponsored by them without prior permission of the CIFE.
10. The Agency / Contractor shall make the payment of remuneration/wages to its personnel before **10th of every month** by direct money transfer into their Bank Account (RTGS). After making the payment, the Agency / Contractor shall raise the bill on the CIFE for payment of the settled amount.
11. The CIFE shall deduct proportionate amount for each day of absence of the personnel while making payment to the Agency / Contractor each month.
12. The Agency / Contractor shall be responsible for the discipline and conduct of the personnel sponsored by the and in case the personnel lack in discipline and their quality of work deteriorates during the course of their service, the Placement Agency shall provide replacement services of suitable personnel.
13. During the subsistence of the contract, the CIFE shall not undertake any monetary liability other than the amount payable to the Placement Agency for the services of personnel provided by them. Other liabilities, if any, shall solely rest on the Placement Agency. Even if the CIFE has to bear such liabilities on unforeseen circumstances/occasions, the CIFE will recover such amount from the Placement Agency by adjusting the amount payable to them.
14. In case the employees of the Placement Agency do not attend the work at any time for whatever reason, the Placement Agency shall make alternate arrangements at no extra cost to the CIFE so that the daily work of the CIFE does not suffer. If no such alternate arrangements are made, proportionate deductions shall be made out of the contracted amount. The CIFE shall also be free to make alternate arrangements the cost of which shall be recovered from the Placement Agency.
15. Any loss, theft or damage to the life and / or property of the employees of the CIFE and / or property of the CIFE shall be compensated by the Placement Agency if the cause of such loss, theft or damage is on account of default, negligence and / or lapse of the employees of the Placement Agency.
16. The Placement Agency shall be responsible for providing all amenities as required to be provided under the provisions of Contract Labour (Regulation and Abolition) Act, 1970. In case of failure of the Agency / Contractor to provide such amenities, the CIFE shall be free to provide the same and the CIFE shall have right to recover all expenses incurred in providing such amenities from the Agency / Contractor by deduction from any amount payable to the Placement Agency.

17. The Agency / Contractor shall comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as applicable or which might become applicable to the Maharashtra with regard to performance of the work included herein or touching upon this contract including but not limited to Minimum Wages Act, 1948, ESI Act, 1948, Provident Funds and MP Act, 1952, Workmen's Compensation Act, Payment of Bonus Act, and take such steps as may be deemed necessary from time to time.
18. The Agency / Contractor will not ask for any enhancement of approved rates (i.e. Service Charges) during the contract period. However, if there is any increase in the minimum wages and other statutory charges (like EPF, ESIC, and Bonus) during the contact period, the same shall be paid to the Contract workers by the Agency / Contractor, which shall be reimbursed to the Agency / Contractor by the Institute on production of requisite documents.
19. It will be the sole liability of the Placement Agency to pay the wages, provident fund, ESI, leave benefits, bonus, medical facilities, etc. to its employees as applicable under the relevant rules.
20. If the Agency / Contractor fails to render any or all the services, for any period during the currency of the contract, the CIFE shall be at liberty to get the work done from other agencies and deduct charges incurred on this account from the amount payable to the Placement Agency.
21. The Agency / Contractor shall have to deposit Security Deposit / Bank Guarantee equivalent to 10% (Ten percent) of total contract value. The Security Deposit will be released after One month of the satisfactory expiry of the contract.
22. If the Agency / Contractor fail to provide satisfactory performance, the CIFE shall be at liberty to terminate the contract and withhold the Security Deposit or the balance payment of the Placement Agency etc.
23. The CIFE reserves the right to abandon or terminate the contract at any time without assigning any reason and it can stipulate any additional term and condition at any time during the currency of the contract.
24. **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.**
25. All disputes will be settled in the jurisdiction of the Mumbai Courts.
26. The period of the contract will be initially for a period of one year from the date of award of the contract, and on expiry of the said period, the contract may be extended for a period of 1 more year by the mutual consent of both the parties.

27. The Contractor/Agency shall be responsible for payment of Provident Fund and other payments due to their employees deployed at the CIFE.
28. The Contractor/Agency shall supply a copy of confirmation from their employees regarding acceptance of employment at agreed wages in advance.
29. Employees of the Contractor/Agency should not give lenient or casual impressions in the duties and they should be alert and attentive.
30. The CIFE reserves the right to accept or reject any Tender/Quotation in full or in part, without assigning any reason thereof.
31. An Earnest Money Deposit (EMD) of Rs. 45,000/- (Rupees Forty Five only) has to be deposited in the form of a Band Demand Draft/Pay Order in favour of "ICAR-Unit, CIFE" along with the Quotation. The EMD will be refunded to the unsuccessful bidders on finalization of the bids.
32. The owner/partner/manager of the Placement Agency should be available on his own direct telephone (office as well as residence) and also on mobile phone.
33. There should be no cutting/overwriting in the Quotations.
34. A copy of these terms and conditions duly signed by the tenderer in token of having understood and agreed to the same should be attached along with the Quotation.
35. The Quotations will be opened in the presence of the representative of the Tenderer who may like to be present.
36. The Placement Agency will be required to execute the contract agreement on a non-judicial paper of Rs. 100/- on acceptance of their Quotation.

SENIOR ADMINISTRATIVE OFFICE

DETAILS OF THE MINIMUM 3 YEARS EXPERIENCE / WORK DONE

| Sl. No. | Name of the Dept. / Organization & Name of contact Person with Ph. No. | Period | | No. of Staff deployed | Remarks |
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| | | From | To | | |
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(Authorized Signatory)

CHECK LIST

Note:

- (1) Every supporting document enclosed along with this tender should be properly numbered.
- (2) Each and every page should be seen, read, and signed by the Tenderer.
- (3) Tenderers should complete the following check list ; and, page number of each item of the check list should be furnished in the below given table:

| Sno. | Particulars | Enclosed or not (Yes or No) | Page No. (if enclosed) |
|-------------|--|--|-----------------------------------|
| 1 | Tender fee of Rs 1,000.00 | | |
| 2 | EMD for Rs. 1,00,000.00 | | |
| 3 | Registration Certificate | | |
| 4 | Copy of Work Orders | | |
| 5 | Turnover Certificate | | |
| 7 | IT and Balance Sheet | | |
| 8 | Experience — cum — Satisfactory Services Certificate | | |
| 9 | Client List | | |
| 10 | EPF Registration number / Certificate | | |
| 11 | ESIC Registration number / Certificate | | |
| 12 | Goods & Service Tax (GST) Certificate | | |
| 13 | Labour License | | |
| 14 | Solvency Certificate | | |
| 15 | No Legal Suit or Criminal Case | | |

Signature : _____

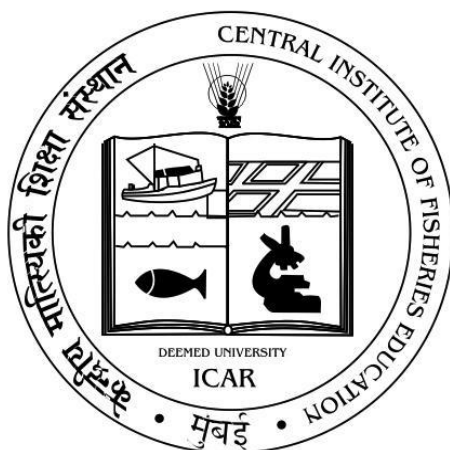
Stamp & Date:

Name & Address of the Firm : _____

ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION

(Deemed University, Indian Council of Agricultural Research)

MUMBAI - 400061



FINANCIAL BID

**TENDER FOR ANNUAL MAINTENANCE CONTRACT OF GARDENS &
HORTICULTURAL WORKS ON JOB CONTRACT BASIS
(2019-20)**

FINANCIAL BID

- **Opening of Financial bid (BOQ) will be online**

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

| S. No. | Details of Gardening and Horticultural works | Amount (lump sum) Rupees per month |
|--------|---|------------------------------------|
| 1 | <p>MAINTENANCE OF ALL GARDENS AND HORTICULTURAL WORKS IN THE NEW CAMPUS OF ICAR-CIFE AS PER THE DETAILS MENTIONED IN SECTION II.</p> <p>WORKS INCLUDE MAINTENANCE OF ALL GARDENS, FLOWER POTS, HORTICULTURAL WORKS, NURSERY MANAGEMENT, ORGANIC WASTE MANAGEMENT, NEW PLANTATIONS ETC. IN THE NEW CAMPUS OF CIFE.</p> <p>THIS JOB WORK IS EQUIVALENT TO A MINIMUM OF 12 UNSKILLED WORKERS EFFORT / WORK PER DAY ON ALL DAYS (30 DAYS BASIS) OF THE MONTH. QUOTED AMOUNT SHOULD BE INCLUSIVE OF MINIMUM WAGES (AS APPLICABLE TO GARDEN & HORTICULTURAL WORKS - AS PER GOVT. NORMS), CONTRACTOR'S PROFIT, EPF, EISC, BONUS, GST, AND ANY OTHER TAX AS APPLICABLE AS PER THE RULES & REGULATIONS OF GOVT. OF INDIA FROM TIME TO TIME.</p> | |
| 2 | <p>GST / ANY OTHER TAXES AS APPLICABLE, Rs. (CLEARLY SPECIFY THE NAME OF TAX)</p> | |
| | GRAND TOTAL IN Rs. | |

Amount in word Rupees _____

Seal:
Date:

SIGNATURE OF THE BIDDER