

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



***TENDER FOR ANNUAL MAINTENANCE CONTRACT
OF GARDENS & HORTICULTURAL WORKS
(2017-18)***



TENDER DOCUMENT

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

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

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Web Site: www.cife.edu.in

F. No. CIFE/Estate/2017-18/Part

Dated: 08 February 2018

NOTICE INVITING TENDER

To be uploaded duly
signed & stamped

The Director, ICAR-Central Institute of Fisheries Education (CIFE), Mumbai-400 061 invites sealed Tenders from the reputed and experienced Agencies/Contractors for **“Annual Maintenance Contract (AMC) of Gardens and Horticultural Works”** in both the campuses of ICAR-CIFE. Non-transferable Tender document containing details of works, and terms and conditions of the contract can be obtained from office of the undersigned on all working days on payment of **Rs. 1000/- (Rupees One thousand only)** in the form of Demand Draft payable to **“ICAR Unit - CIFE”** at Mumbai (Non-refundable). **Tender document will be issued from 12.02.2018 to 03.03.2018 on all working days between 11.00 AM and 4.00 PM.** The tender papers shall not be issued by post. Tender form can also be downloaded from CIFE’s website www.cife.edu.in or Central Purchase Portal, Govt. of India and the cost of Tender document should be enclosed along with Tender document in the form of Demand Draft/Pay Order, failing which the Tender shall be rejected.

The prospective Agencies/Contractors may attend the **Pre-bid meeting** scheduled on **26.02.2018 at 1500 hours** in the Committee Room of the Main Academic Building in the new campus of CIFE. Sealed tenders will be received up to **1100 hours on 05.03.2018**. The Tenders shall be opened on the same day **at 1130 hours** in presence of the intended tenderers. An amount of **Rs. 45,000/- (Rupees Forty-five Thousand only)** towards EMD should be deposited in the form of crossed Demand Draft payable to **“ICAR Unit-CIFE” at Mumbai**. The Tenders of the Agencies/Bidders who do not deposit EMD in the above said manner are liable to be rejected. Incomplete Tenders and the Tenders received after the due date and time will not be accepted.

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

SENIOR ADMINISTRATIVE OFFICER

ICAR-CENTRAL INSTITUTE OF FISHERIES EDUCATION
(DEEMED UNIVERSITY)
PANCH MARG, OPPOSITE PANCHAVATI, OFF YARI ROAD, VERSOVA, ANDHERI (W)
MUMBAI-400 061

**TENDER FOR ANNUAL MAINTENANCE CONTRACT OF GARDENS &
HORTICULTURAL WORKS AT CIFE, MUMBAI (2017-18)**

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TENDER ISSUED TO : _____

Sign. of the Bidder

Senior Administrative Officer

**ICAR-CENTRAL INSTITUTE OF FISHERIES EDUCATION
(DEEMED UNIVERSITY)
PANCHAVATI, PANCH MARG, OFF YARI ROAD, VERSOVA, ANDHERI (W)
MUMBAI - 400 061**

**TENDER FOR ANNUAL MAINTENANCE CONTRACT OF GARDENS &
HORTICULTURAL WORKS AT CIFE, MUMBAI FOR THE YEAR 2017-18**

TENDER SCHEDULE

IMPORTANT DATES AND INFORMATION

SNO	DETAILS OF SCHEDULE OF TENDER	DATE, TIME, AND INFORMATION
1	ISSUE OF TENDER DOCUMENT	From 12.02.2018 to 03.03.2018
2	ACCEPTENCE OF SEALED TENDERS	Up to 1100 hours on 05.03.2018
3	OPENING OF TENDERS	At 1130 hours on 05.03.2018 in the Committee room of CIFE.
4	VALIDITY OF TENDER	90 days from the date of opening of tender
5	CONTRACT PERIOD	One year with effect from the date of issue of work order
6	EARNEST MONEY DEPOSIT	Rs.45,000.00 (Rupees Forty Five Thousand only) Demand Draft to be drawn in favour of "ICAR Unit - CIFE," payable at Mumbai.
7	PRE-BID MEETING	26 February 2018
8	SECURITY DEPOSIT	10% of the Tendered Amount (For 1 Year)
9	TENDER COST	Rs. 1000.00

SECTION - I

GENERAL INSTRUCTIONS TO TENDERERS

GENERAL:

- 1 Sealed tenders are invited by the Director, ICAR-Central Institute of Fisheries Education (CIFE), Mumbai on behalf of the Secretary, Indian Council of Agricultural Research (ICAR) from the eligible and reputed contractors for **Annual Maintenance Contract (AMC) of GARDENS AND HORTICULTURAL WORKS** in both the campuses of CIFE, Mumbai.
- 2 Non-transferable tender document containing details of the works to be carried out, terms and conditions of the contract, etc., can be obtained from the office of the Senior Administrative Officer, Central Institute of Fisheries Education (CIFE), Mumbai-400061 on payment of **Rs. 1000.00 (Rupees One Thousand only)** in the form of Demand Draft drawn in favour of **"ICAR Unit – CIFE" payable at Mumbai** in up to **03.03.2018**
- 3 The tender document can also be downloaded from CIFE's web site www.cife.edu.in . and website of Central Purchase Portal, Govt. of India. **The tenderers who download the tender document from CIFE website must enclose a Demand Draft for Rs.1000.00 drawn in favour of "ICAR Unit – CIFE" payable at Mumbai towards the cost of the tender document.** The tenders submitted without the Demand Draft for Rs. 1000.00 shall be rejected.
- 4 Tenders, which must be placed in a sealed cover with the name of the Work / AMC written on the envelope, will be received at the Central Institute of Fisheries Education, Mumbai up to **1100 hours on 05 March 2018** and **will be opened on the same day at 1130 hours** in the Committee Room of CIFE (New Campus).
- 5 This tender for **"Annual Maintenance Contract (AMC) of Gardens & Horticultural Works"** is purely a **JOB CONTRACT** and works are to be monitored by the contractor.

SITE VISIT:

The tenderers are advised in their own interest to visit and examine the site of work before submission of tender. They may obtain all relevant information that may be necessary for preparation of the bid. They may assess the quantum of work, present condition of the gardens, total area of the gardens, number of flower pots, horticultural works etc. If any clarification is required, tenderers may contact the In-charge (Garden) / Estate Officer / Senior Administrative Officer on all working days during office hours only.

TENDER DOCUMENT:

The tenderer must fill and submit the tender document without making any additions or alterations in the tender document. No page shall be removed from or added to the complete set of tender document issued or downloaded. Incomplete tenders and those submitted not as per the instructions are liable to be rejected.

MANNER OF SUBMISSION OF TENDER

- (1) The tender shall be submitted in a wax sealed envelope with the name of work super scribed over it. The name and address of the tenderer shall be written on the bottom left hand corner of the envelope. The tender shall be addressed to **“The Director, ICAR-Central Institute of Fisheries Education (Deemed University), Panchavati, Panch Marg, Off Yari Road, Versova, Andheri (W), Mumbai – 400 061”**.
- (2) The sealed envelope shall contain the following:
 - (a) Tenderers covering letter (as per the enclosed Performa)
 - (b) Deposit receipt for Earnest Money (EMD)
 - (c) A copy of PAN Card
 - (d) A copy of GST registration certificate
 - (e) Registration certificate in support of establishment of the firm
 - (f) Experience certificate
 - (g) EPF and ESIC Registration Certificates from the Concerned Authorities
 - (h) Office organization of the Firm / Company giving information regarding office set up, Telephone , Fax, E-mail, etc.

SIGNING THE DOCUMENT

All pages of tender document including various annexure shall be signed and stamped at the lower right hand corner and wherever required by the tenderer.

EARNEST MONEY DEPOSIT (EMD)

- (1) The tenderer shall pay **Rs.45,000=00** (Rupees Forty-five Thousand only) towards Earnest Money Deposit (EMD) along with the tender in the form of Crossed Demand Draft payable to **“ICAR UNIT - CIFE,” Mumbai**.
- (2) The Earnest money of the tenderer shall be forfeited to CIFE without prejudice to any other rights or remedies.
 - (a) If the tenderer withdraws his tender during the specified period of tender validity
 - (b) If, after acceptance of his tender, the tenderer fails to take up the job.
 - (c) If, the tenderer fails to sign the contract in accordance with the terms and conditions of the contract.
 - (d) If, after acceptance of his tender, the tenderer fails to furnish the balance of Security Deposit.
 - (e) If, after acceptance of his tender, the tenderer fails to commence the work within the stipulated time period
- (3) The tenders received without EMD in the prescribed form shall be rejected

PERIOD OF VALIDITY OF TENDER

The tender shall remain valid for **90 days** after the date of opening prescribed by CIFE.

PERIOD OF CONTRACT

The present contract is for a **period of one year** with effect from the date of commencement of work. However, the contract can be extended based on the performance of the contract on mutually agreed terms and conditions.

CARE IN SUBMISSION OF TENDER

- (1) Before submitting his/her tender, the tenderer shall be deemed to have satisfied himself/herself by actual inspection of the site and locality regarding the site conditions, working hours, available working area, working conditions at 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 the rates. The rate quoted by him shall be deemed to be all inclusive for execution of work to the satisfaction of the Director/VC, CIFE, Mumbai.
- (2) The tender document shall not contain any interlineations, erasures or overwriting except as necessary to correct the errors made by the tenderers in which case such correction shall be initialed by the tenderer along with his company's stamp.
- (3) The tender duly filled in all respects must be received by "The Director, ICAR-CIFE, Mumbai not later than stipulated time and date as mentioned in the tender schedule.
- (4) Tenderer should mention all details like (office address, telephone number, fax, etc.) on their letter head.
- (5) Any tender received later than the dead line prescribed for submission is liable to be rejected.
- (6) The sealed envelopes shall be superscribed as **"Tender for Annual Maintenance Contract (AMC) of Gardens & Horticultural Works"**

OMMISSION AND DISCREPANCIES

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

OPENING OF THE TENDER

At the advertised time and date, the tenders received shall be opened in the presence of the intended tenderers in the committee room of CIFE (new campus), and where practicable the names of the tenderers and the rates quoted by them will be read out. If the advertised date is declared as holiday, the tenders will be opened on the next working day at the same time.

CANVASSING

Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

RIGHT OF ICAR-CIFE TO DEAL WITH TENDERS

The right of acceptance of the tender will rest with the Director, ICAR-CIFE, Mumbai, who does not bind himself to accept the lowest tender, and reserves to himself the authority to reject any or all tenders received without assigning any reasons whatsoever. Wherever, the tender in which any of the prescribed conditions is not fulfilled or incomplete in any respect is liable to be rejected without assigning the reasons. No correspondence shall be entertained in this regard

MISLEADING INFORMATION

If the tenderer / tenderers deliberately gives/give any wrong information or suppresses any material facts or makes/make false representations in this tender or creates/create circumstances for the acceptance of his/their tender, CIFE reserves the right to reject such tender at any stage or cancel the order even after acceptance of the tender at the risk and cost of the tenderer / tenderers.

AWARD OF WORK

CIFE will notify the successful tenderer in writing by a registered letter/Fax/E-mail to be confirmed that his tender has been accepted.

SIGNING OF CONTRACT

The successful tenderer has to sign an agreement on non-judicial stamp paper of value Rs.100/- within 7 days from the receipt of offer of contract. The successful tenderer has to arrange the stamp paper at his own cost

SECURITY DEPOSIT (SD)

The successful tenderer has to pay 10% of the annual tendered amount (i.e. equivalent Annual Value of the contract) as security deposit in the form of crossed Bank draft payable to **“ICAR UNIT - CIFE Mumbai”** before commencing the work. Security deposit will remain with the institute as long as the contract is in force. The security deposit can also be made in the form of FDR or Bank Guarantee drawn in favour of **“ICAR UNIT – CIFE” payable at**

Mumbai.” The SD shall be submitted to the Office within seven days from the date of receipt of the letter of intent (LOI)

Details of Bid Submission:-

- A. Technical Bid: Cover 1 : Packet 1- Prequalification documents - self-attested and sealed PDF files of prequalification documents - PAN Card, GST Registration, ITR for past 3 years, Financial statement for last 3 years (certified by CA), tender document duly filled, signed and sealed. Packet
- B. Commercial bid: ii Cover 2 : Packet 1 – BOQ(FINANCIAL BID/ PRICE BID)

CERTIFICATES TO BE ENCLOSED

The bidder/tenderer must enclose copies of the following certificates along with the tender document, failing which the tender shall be rejected:

- Company’s Establishment Registration Certificate
- A copy of PAN Card
- Latest Income Tax clearance certificate
- Experience Certificate
- EPF and ESIC Registration Certificate from the Concerned Authorities
- A copy of GST registration certificate

OTHER INFORMATION

1. Tenderers shall quote the rates as **LUMP-SUM AMOUNT PER MONTH** in the proper tender form. The quoted rates must be inclusive of Minimum Wages (as applicable to garden and horticultural works) fixed by Central/State Govt., 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.
2. The contractors should write in figures as well as in words the rate and amount tendered by them.
3. When a contractor signs a tender in an Indian language, the tendered amount or the total amount tendered should also be written in the same language. In case of illiterate contractors, the rate and amount tendered should be attested by a witness.
4. Contract period of the above work shall be one year from the date of commencement of the contract. The contract may be terminated at any point of time if the works/services are found be of sub-standard or unsatisfactory and the amount of security deposit will stand forfeited.
5. On acceptance of the tender, the contractor shall communicate the name(s) of his authorized representative(s), if any, who would be in touch with the Campus In-charge of this Institute for executing the day to day works.

All works pertaining to the maintenance of gardens and horticultural works in both the campuses of CIFE shall be directly monitored by the Contracting Agency.

6. The contractor shall not be permitted to participate in the tender if his/her near relative is posted in any capacity at ICAR-CIFE, Mumbai.
7. Employee of ICAR/Central/State Govt. up to a period of two years after retirement can not work as a contractor without prior permission of the ICAR/Central/State Govt.
8. The workers deputed for execution of works should be able to carry out above mentioned works and they should not be less than 18 years of age or as per Govt. of India norms applicable from time to time.
9. Contractor or his/her authorized representative(s) should be available in the Institute for supervision of the works throughout the office hours. The supervisor must be a qualified or highly experienced person in the field Garden Maintenance and Horticultural works.
10. The contractor must pay the wages to his/her workers latest by the 3rd day of the following month. The contractor must abide by all laws, rules and regulations pertaining to engagement of labours. Payment to the workers must be made at par the minimum wages prescribed by the Ministry of labour (State Govt. / Central Govt.) whichever is higher. The total amount of wages paid to the workers must include the minimum wages + EPF + ESIC + Other statutory benefits including bonus.
11. It will be obligatory on the part of the tenderers to tender and sign the tender documents for all the component parts and that after the work is awarded, he will have to enter into an agreement with the CIFE, Mumbai.
12. The tenderers shall submit list of departments/ organizations where they are already engaged in such type of work.
13. Non-compliance with any of the conditions set forth here above is liable to result in the tender being rejected.
14. It is the responsibility of the contractor to maintain cleanliness and good hygienic conditions in the campus.
15. Any injury/accident/death to the worker during the contract period shall be the total responsibility of the contractor, and the compensation, etc. payable under the labour laws shall be paid by the contractor.
16. The Contract can be terminated by the Director, CIFE on account of unsatisfactory works by giving a month's notice. This will be binding on the contractor.
17. Damages to be determined by the Director can be recovered from the contractor for any loss caused to the Institute by the Contractor or workers engaged by the Contractor.
18. Payment to the workers must be made either by crossed Cheque or RTGS in their bank account.

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

Place: Mumbai
Date: 08.02.2018

Sr. Administrative Officer

SECTION - II

GENERAL CONDITIONS OF THE CONTRACT

CLAUSE 1: EXECUTION OF CONTRACT DOCUMENT

- 1.1 The tenderer whose tender is accepted shall be required to appear in the office of the Senior Administrative Officer, in person, to execute the contract documents within seven days from the date of receipt of work order.
- 1.2 Every contract shall be completed in respect of the documents it shall constitute. The contractor and the competent authority shall sign not less than 3 copies of the contract documents. The Agreement will be drawn on non-judicial stamp paper of value Rs.100/-. The contractor has to submit the stamp paper at his cost.
- 1.3 **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 the advantage of any misinterpretation of the conditions due to typing or any other error/errors and if any doubt, shall bring such error/errors to the notice of the Senior Administrative Officer of CIFE without delay.

CLAUSE 2: 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 documents. **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).
- Garden equipment / tools as mentioned / reflected in Section-III (**Page No. 20**)
- 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 labourers as per the norms of Government

- **The equivalent manpower for AMC of gardens and horticultural works of both the campuses of CIFE shall not be less than 10 workers per day (8 hours duty) for all days of the month including Sunday and holidays.**

- 2.2** The contractor must visit the site and study the working conditions, site conditions, and the quantum of work involved before quoting the rates as the contract is on the basis of lumpsum amount per month. No claim of the contractor shall be entertained in under estimation of lumpsum amount. The quoted lump sum amount per month shall remain firm and shall not be increased under any circumstances
- 2.3** Contractor shall not be permitted to increase the quoted amount during the contract period for any reason whatsoever it may be. He/she shall be liable to pay the statutory benefits to the workers during the period the contract is in force.

CLAUSE 3: EARNEST MONEY DEPOSIT (EMD)

- 3.1** Earnest Money along with the Tender document should be in the form of Crossed Demand Draft payable to **“ICAR UNIT - CIFE, Mumbai**. The tenderer who do not deposit the EMD in the prescribed form shall be rejected.
- 3.2** The tenderer who deposits EMD less than the prescribed amount shall be rejected.
- 3.3** The Earnest Money Deposit (EMD) of unsuccessful tenderers will be refunded on deciding about acceptance or other otherwise of the tender, or expiry of period of tender validity, whichever is earliest.
- 3.4** The Earnest money of the tenderer shall be forfeited to CIFE without prejudice to any other rights or remedies, under the following circumstances.
- (a) If a tenderer withdraws his/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 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 All tools, tackles, and equipment required for day to day maintenance of gardens and horticultural works (including grass cutting machine along with fuel, hedge cutter, pawada, khurpi, sprayer, etc.,) should be provided by the Contractor; as such, CIFE will not provide any such equipment . However, all essential consumable materials like red earth, manure, fertilizer, chemicals (pesticides and herbicides), etc. shall be provided by the institute. A list of garden equipment, tools, and tackles to be provided by the contractor to ICAR-CIFE till the contract is in force is attached. (See Section-III, Page No. 20 for details of equipment to be provided by the Contractor during the period of AMC).
- 14.2 It is the responsibility of the contractor to provide essential items like **uniform, gumboots, raincoat, umbrella, stationary etc.** to his / her employees.
- 14.3 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.
- 14.4 Watering and irrigation works must be done on daily basis.
- 14.5 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.
- 14.6 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.
- 14.7 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.
- 14.8 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.
- 14.9 The contractor has to maintain record of payment of wages and other relevant records as required under prevailing rules and regulations.
- 14.10 Bonus and other additional facilities to workmen is responsibility of the contractor. The institute shall not pay any thing extra over and above the quoted amount.
- 14.11 **Liquidity Damages:** An amount equivalent to 2 days Contract Value, subject to a minimum of **Rs. 2,500/- (Rupees Two thousand Five hundred only)** will 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.

- 14.12 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. 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.

SECTION – III

WORKS TO BE EXECUTED

Following works are included in the scope of Annual Maintenance Contract of gardens and Horticultural works in both the campuses 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 both the campuses 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, tress, etc. as and when required. The fertilizers and chemicals shall be supplied by the Institute (i.e. ICAR-CIFE, Mumbai). **However, the Contractor should provide lawn movers, grass cutters, hedge cutters, spray pump, and other requisite garden equipment that are required for maintenance of lawns /gardens. A list of garden equipment to be provided by the Agency / Contractor is enclosed at the end of Section-III (Page No. 20)**
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 both the campuses 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 BOTH THE CAMPUSES 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	GARDENS IN THE OLD CAMPUS	
	All gardens/lawns in the new campus, viz. in front of main building, around the Dolphin Guest House, in residential areas, around hostel, etc.	
C	FLOWER POTS	Maintenance of flower pots on day to day basis. This also includes keeping
	All flower pots – plastic, concrete, built-in, etc.	

	in both the campuses of CIFE	podium area (new campus) neat and clean.
D	NURSERY AND ORGANIC WASTE MANAGEMENT	Collection of organic waste from garden and preparation of organic manure, vermi-composting on regular basis, Nursery management etc. on day to day basis
	Making nurseries, making pits for dumping organic wastes etc. in both the campuses of CIFE	

GARDEN TOOLS AND EQUIPMENT TO BE PROVIDED BY THE AGENCY / CONTRACTOR DURING THE CONTRACT PERIOD

Note:

- (1) Successful Agency/Contractor has to provide the following Garden tools & equipment at his / her own cost; and maintain the same in good and functional condition at his/her own cost during the Contract Period.
- (2) These tools and equipment would be the property of the Agency / Contractor; and therefore, the Agency/Contractor should take back the same after the contract is expired / terminated.
- (3) The Agency / Contractor shall be responsible for Custody, Upkeep, and maintenance of these tools and equipment. The Institute shall not be responsible for any damage or loss of these tools and equipment.

Sn.	Name of the Tool / Equipment	Quantity	Specifications of Tool / Equipment
1	Electric Heavy Duty Lawn Mower	3	3 HP, 230 Volt, single phase motor, 18" steel cutting blade with 80 Meter, 03 core copper cable, fittings, etc.
2	Electric Hedge Trimmer	3	600 Watt capacity, Cutting length 24" with 80 Meter, 03 core copper cable, fittings etc.
3	Electric Brush Cutter	2	Power: 1000 Watt, Heavy duty motor, 220 Volt
4	Power Chain Saw	1	Heavy duty, petrol operated
5	Motorized Knapsack Mist Blower cum Duster	2	Engine: 2 - stroke, 1.2 HP petrol engine, Chemical tank capacity: 11.5 ltr. +/- 5%

6	Rocker sprayer	1	With 30 meter hose pipe
7	Hose pipe (25 mm diameter), ISI mark	15 bundles	25 mm diameter, nylon braided PVC hose pipe, length of pipe in each bundle = 30 meter
8	Khurpi, Rake, Garden shear, Pawada, Axe, crow bar, pick axe, lopper, tree pruner etc.	-	As per the requirement of work (not less than 6 number each)

SECTION - IV

ICAR-CENTRAL INSTITUTE OF FISHERIES EDUCATION
(DEEMED UNIVERSITY, INDIAN COUNCIL OF AGRICULTURAL RESEARCH)
PANCH MARG, OFF YARI ROAD, VERSOVA, ANDHERI (WEST)
MUMBAI-400061



BILL OF QUANTITIES & FINANCIAL BID

FINANCIAL BID

Note:

- (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

Sno.	Details of Gardening and Horticultural works	Amount (lump sum) Rupees per month
1	<p>MAINTENANCE OF ALL GARDENS AND HORTICULTURAL WORKS IN BOTH THE CAMPUSES OF ICAR-CIFE AS PER THE DETAILS MENTIONED IN SECTION – III.</p> <p>WORKS INCLUDE MAINTENANCE OF ALL GARDENS, FLOWER POTS, HORTICULTURAL WORKS, NURSERY MANAGEMENT, ORGANIC WASTE MANAGEMENT, NEW PLANTATIONS ETC. IN BOTH THE CAMPUSES OF CIFE.</p> <p>THIS JOB WORK IS EQUIVALENT TO A MINIMUM OF 10 WORKERS' EFFORT / WORK PER DAY ON ALL DAYS 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 style="text-align: right;">TAXES AS APPLICABLE, Rs.</p> <p>(CLEARLY SPECIFY THE NAME OF TAX)</p>	

3	GRAND TOTAL, Rs.	
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Amount in word Rupees -----

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Seal:

SIGNATURE OF THE BIDDER

Date:

ANNEXURE - I

AN UNDERTAKING TO BE SIGNED BY THE CONTRACTORS

TO

**THE DIRECTOR
CENTRAL INSTITUTE OF FISHERIES EDUCATION
(DEEMED UNIVERSITY, ICAR)
SEVEN BUNGLOWS, VERSOVA, ANDHERI(W)
MUMBAI-400 061**

Sir,

1. Having examined the tender document thoroughly including instructions to Tenderers, conditions of Contract, mode of Payment, Schedule of Contract, Quantities, and Annexure, etc,(every thing mentioned in the tender document), for execution of above mentioned jobs, We the undersigned offer to execute and complete the works, if we are awarded the job.
2. We undertake, if our Tender is accepted, to commence the works within seven days of issue of acceptance letter to commence works comprised in the contract.
3. If our tender is accepted, we will furnish the Security Deposit as per the terms and conditions mentioned in the Tender Document.
4. Unless and until an agreement is prepared and executed, the tender together with your written acceptance thereof, shall constitute a binding Contract between us, but without prejudice to your right to withdraw such acceptance.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

- 6 We hereby agree and accept all the terms and conditions mentioned in the tender document. We also agree to abide by and fulfill all the terms and provisions of the conditions of the contract, and in default thereof to and pay to CIFE the sums of money mentioned in the said conditions.

Date:

(Signature of the tenderer)

Seal:

ANNEXURE –II

DETAILS OF EARNEST MONEY DEPOSIT (EMD)

**JOB : ANNUAL MAINTENANCE CONTRACT OF GARDENS & ORGANIC WASTE MANGEMENT
IN THE NEW UNIVERSITY CAMPUS OF CIFE, MUMBAI**

AMOUNT : Rs. 45,000.00 (RUPEES FORTY-FIVE THOUSAND ONLY)

DEMAND DRAFT NO :

DATE OF DRAWN:

NAME OF THE BANK :

ANY OTHER DETAILS:

(SIGNATURE OF THE TENDERER)

DATE:

SEAL:

