

# **TENDER DOCUMENT**

**FOR**

## **ANNUAL RATE CONTRACT for PAINTING & MISC. CIVIL WORKS**



**ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION**

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

**Panch Marg, Off Yari Road, Versova, Andheri (West)**

**MUMBAI – 400 061**

**Phone: 022-26361446/7/8**

**Fax: 26361573/ 26348223**

**Website: [www.cife.edu.in](http://www.cife.edu.in)**

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ICAR- CENTRAL INSTITUTE OF FISHERIES EDUCATION

(Deemed University)

Panch Marg, Off Yari Road, Versova,

Andheri (West), Mumbai – 400 061

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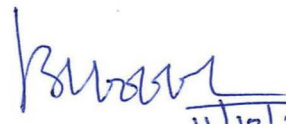
F. No. 32(164)/Works/21-22/F-23

Dated : 11.10.2022

**NOTICE INVITING OPEN TENDER IN ON-LINE MODE**

The Director/Vice-Chancellor, ICAR - Central Institute of Fisheries Education (CIFE), Mumbai-400 061 invites online open Tenders in **Two Bid System** (Technical and Financial Bid) from the eligible, experienced, and registered with CPWD/PWD/MES/ P &T/ Any others Govt. Organization of PSU of construction Contractors for **Annual Rate Contract for Painting & Other Misc. Civil Works** at ICAR-CIFE, Mumbai. The tender document will be available on line from **11.10.2022 to 01.11.2022**. It can also be downloaded from CIFE's website **www.cife.edu.in** OR CPPP.

The Director/Vice-Chancellor, ICAR-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.

  
11/10/2022  
Senior Administrative Officer

**ICAR- CENTRAL INSTITUTE OF FISHERIES EDUCATION**  
(Deemed University)  
Panch Marg, Off Yari Road, Versova,  
Andheri (West), Mumbai – 400 061

F. No. 32(164)/Works/21-22/F-23

Dated : 11.10.2022

**NOTICE INVITING OPEN TENDER IN ON-LINE MODE**

**Name of the Work: Annual Rate Contract (ARC) for Painting & Miscellaneous Civil Works at ICAR-CIFE, Mumbai.**

The Director/Vice-Chancellor, ICAR-Central Institute of Fisheries Education (CIFE), Mumbai invites open tenders in on-line mode on CPP portal for the work titled **Annual Rate Contract for Painting & Miscellaneous Civil Works** from eligible and approved Govt. Registered Contractors i.e., CPWD/PWD/Any other similar Govt. Organizations.

**IMPORTANT INFORMATION & DATES**

<b>Date for Issue/Publishing the tender</b>	<b>From 11.10.2022</b>
<b>Last date for receiving the Tender on CPP Portal</b>	<b>01.11.2022 up to 15.00 hours</b>
<b>Date of opening of Tender</b>	<b>02.11.2022 at 15.00 hours</b>
<b>Contract Validity</b>	<b>1 Year from the date of award of the work</b>
<b>Pre-bid Meeting</b>	<b>On 18.10.2022 at 15:00 hours</b>
<b>Earnest Money Deposit(EMD)</b>	<b>Rs. 20,000/- (Rupees Twenty Thousand only) in the form of Demand Draft/Banker's Cheque drawn in favour of ICAR Unit – CIFE payable at Mumbai</b>
<b>Work Execution Period</b>	<b>As per the Work Order</b>
Original Demand Draft of EMD should be submitted in the office of the Officer-In-Charge (Works), ICAR-CIFE Mumbai before the deadline (i.e., last date and time) for bid/tender submission.	

The Director/Vice-Chancellor, ICAR- Central Institute of Fisheries Education (CIFE), Mumbai reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever. No correspondence shall be entertained in this regard.

  
**Senior Administrative Officer**



**ICAR-CENTRAL INSTITUTE OF FISHERIES EDUCATION**  
**(Deemed University)**  
**MUMBAI – 400 061**

**INSTRUCTIONS TO BIDDERS AND TERMS & CONDITIONS OF THE CONTRACT**

<b>1.0</b>	The documents mentioned in following paragraphs are to be scanned and uploaded on CPPP along with the tender NIT within the bid submission period failing which the tender shall be rejected out rightly.
<b>1.1</b>	A copy of contractor's valid registration with CPWD/ PWD/ MES/ P & T/ All India Radio/ Other Govt. Organizations.  (Note : In case of any ambiguity about the validity of registration certificate or its issuing agency, the decision of the Director/VC, ICAR-CIFE, Mumbai shall be final and binding on all concerned)
<b>1.2</b>	Certificate of Registration for GST along with copy of PAN card of the firm and ADHAAR.
<b>1.3</b>	Experience of at least two works of similar nature done in the past three years with satisfactory completion certificate from the Agency.
<b>1.4</b>	A Photostat copy of blank cheque for making payment by PFMS/TSA method.
<b>2.0</b>	Original DD/Banker's Cheque towards EMD must be submitted in the Office of the Officer-In-Charge (Works), ICAR-CIFE Mumbai before the last date and time of bid submission, failing which the Tender will be summarily rejected without any communication. <b>The amount of EMD for this work is Rs. 20,000/- (Rupees Twenty Thousand only). The Demand Draft should be drawn in favour of ICAR Unit, CIFE, Mumbai. Scanned Copy of the same to be uploaded on CPP Portal along with tender's documents. Firms desiring the EMD exemption have to be submit MSME/NSIC certificate in the relevant field.</b>
<b>3.0</b>	The work shall be executed strictly as per the technical specifications mentioned in the tender document.
<b>4.0</b>	Deductions @ 1% for Water and 1% for Electricity Charges (if electricity and water are supplied by the Institute) will be effected from the final bill of the contractor or Agency. Else firm has liberty to have own arrangement for separate Electricity meter & water supply provision.
<b>5.0</b>	The Competent Authority in ICAR-CIFE may increase or decrease the actual quantity of works at the site. (Any other extra item of work if required at site should be executed as per the prevailing CPWD's DSR, if the same is not mentioned in original BOQ, with the approval of the Competent Authority in ICAR-CIFE).
<b>6.0</b>	The EMD of unsuccessful bidders will be returned after the award of work to the successful bidder and after receiving the request through letter or email.

7.0	The successful bidder has to submit the 'Security Deposit' in the form of Demand Draft or Bankers Cheque or FDR (in favour of ICAR Unit CIFE, payable at Mumbai) amounting to <b>Rs. 2,50,000/- (Rupees Two Lakh Fifty-thousand only)</b> within 7 working days of the award of the works. The security deposit will be released only after seven months from the date of successful completion of work. Failing the SD Deposit the work order will stand cancelled and EMD shall be forfeited.
8.0	The Defect Liability Period is 6 months from the date of completion of works. Any defect arising in the defect liability period is to be rectified by the contractor without any extra cost on the institute, failing which the same shall be done departmentally at the " <b>risk and cost</b> " of the contractor and the amount of expenditure shall be deducted either from the bill of the contractor or, from the Security Deposit of the contractor.
9.0	It is responsibility of the contractor to keep the premises clean within 15 days of the completion of work without fail else Rs. 500/- per day fine will be imposed till the cleaning of the spot.
10.0	The quoted rates should be inclusive of cost of material, carriages, whatsoever, storage, watch and ward, wastages, etc. The quoted rates shall not be increased under any circumstances
11.0	2% TDS will be deducted at source from the bill as per rules as per government notification on the date.
12.0	The Institute will not supply any tools, equipment, store room facility, accommodation for labours, etc. The contractor has to make own arrangement for the same.
13.0	The work shall <b>start within 7 days</b> from the date of award of the work and after depositing SD. The work must be completed within the specified time period.
14.0	The EMD submitted by the bidder is liable to be forfeited by the Institute, if the selected firm/bidder fails to deposit SD and commence the work <b>within 7 days</b> from the date of award of the work.
15.0	Works are to be executed strictly as per the specifications mentioned in the tender document failing which work shall be rejected and no compensation will be given to the contractor for this.
16.0	The material used for renovation must be approved by the Officer-In-charge (Works) / Site-in-charge before using, failing which works shall be rejected.
17.0	The agency has to abide by all rules and regulations pertaining to labour act and other statutory requirements. The contractor has to take all necessary steps for the welfare measures of labours employed by him at the site.
18.0	The agency will be fully responsible for providing medical facilities to their labourers in case of any accident, etc. Matters related to labour welfare/problems should be dealt by



	the contractor only. CIFE, Mumbai shall not be responsible and will not bear any liability of whatsoever nature in such matter.
<b>19.0</b>	Taxes if any etc. should be clearly mentioned in the quotation, failing which it will be presumed that the quoted rates are inclusive of all taxes. No additional tax will be allowed if the same is not mentioned in the quotation/tender/bid.
<b>20.0</b>	The tenderers / bidders in their own interest are instructed to visit the site for understanding the site conditions, nature of work, etc.
<b>21.0</b>	Arbitration Clause: In case of any dispute, the Director, ICAR-CIFE will appoint an arbitrator in consultation with the DDG, ICAR/ Law Officer of ICAR, New Delhi and the decision of the arbitrator shall be final and binding to both the parties.
<b>22.0</b>	Any further modification, update corrigendum, etc. will be uploaded only on the CIFE website / CPPP. You are advised to visit this site regularly.

## **SECTION – 1**

### **GENERAL INSTRUCTIONS TO BIDDERS**

#### **1.1.0 GENERAL**

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

#### **1.2.0 SITE VISIT**

Tenderer is advised in his own interest to visit the site of work (on all working days during office hours only from 12.10.2022 to 31.10.2022) before submission of his tender. He may obtain all relevant information that may be necessary for preparation of bid.

#### **1.3.0 TENDER DOCUMENT**

- 1.3.1** The tenderer requiring further information or clarification may contact the Officer-in-Charge (Works), ICAR-Central Institute of Fisheries Education (CIFE), Mumbai on any working day up to the closing date during office hours only (**9.00 AM to 5.30 PM**)

#### **1.4.0 MANNER OF SUBMISSION OF TENDER**

- 1.4.1** Tender shall be submitted tender through on line on CPPP without making any additions or alteration in the tender document. Incomplete tenders and those submitted not as per the instructions are liable to be rejected. Tenderer may visit the ICAR-CIFE website: [www.cife.edu.in](http://www.cife.edu.in) for more details. The tender shall be addressed to **The Director, ICAR-Central Institute of Fisheries Education, Off Yari Road, Panch Marg, Versova, Andheri (W), Mumbai - 400061.**

### **1.5.0 SIGNING OF DOCUMENT**

**1.5.1** 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. Unsigned tenders are liable to be rejected.

### **1.6.0 EARNEST MONEY DEPOSIT (EMD)**

**1.6.1** The Earnest money of the tenderer shall be forfeited by CIFE without prejudice to any other rights or remedies.

- a) If, the tenderer withdraws his tender during the period of tender validity specified in the tender document.
- b) If, after acceptance of his tender, the tenderer fails to take up the job in time
- 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 within stipulated time period (7 days of award of the work). If, after acceptance of his tender, the tenderer fails to commence the work within seven days after receipt of work order to that effect.

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

The tender / quoted rates shall remain valid for entire contract period from the date of opening of the tender prescribed by CIFE.

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

**1.8.1** Before submitting his tender, the tenderer shall be deemed to have satisfied himself by actual inspection of the site and locality regarding the site conditions, working hours, availability of material, stacking space for materials, Approach roads, available working area, working conditions of the Institute, etc., that are likely to be encountered during the execution of works, and he shall be deemed to have taken all these factors into account while quoting his rates.

**1.8.2** The tender document shall not contain any interlunation, erasures or overwriting except as necessary to correct the errors made by the tenderer in which case such correction shall be initialled by the tenderer along with his company's stamp. In the absence of same, the tender will be rejected.

**1.8.3** Any tender received later than the dead line prescribed for submission is liable to be rejected.

## **1.9.0 OMISSION AND DECREPANCIES & PRE BID MEETING**

Should a tenderer find discrepancies in, or omissions from the design, drawings, specifications or in any part of the tender document or should be in doubt as to their meaning, he should at once notify the authority inviting the tenders, who may send a written instruction to all the tenderers. **Any such discrepancy or omission or any doubt regarding technical specifications, rate analysis, estimated cost, etc. should be brought to the notice of the concerned Officers during the pre-bid meeting.** It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account.

## **1.10.0 OPENING OF THE TENDER**

At the advertised time and date, the tenders received shall be opened. If the advertised date is declared a holiday, the tenders will be opened on the next working day at the same time.

## **1.11.0 CANVASSING**

Any effort by the tenderer to influence the representatives of CIFE in making the decision in respect of tender evaluation or award of contract will result in rejection of the tender.

## **1.12.0 RIGHT OF ICAR-CIFE TO DEAL WITH TENDERS**

**The Director, ICAR-CIFE, Mumbai,** reserves the right to accept or reject any tender or all the tenders at any time prior to award of contract without assigning any reasons whatsoever and no correspondence shall be entertained in this regard.

## **1.13.0 MISLEADING INFORMATION**

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

## **1.14.0 AWARD OF WORK**

CIFE will notify the successful tenderer in writing by a registered letter and by email to be confirmed that his/her tender has been accepted.

## **1.15.0 COMPLETION OF JOB**

**1.15.1** The work as per the enclosed annexure shall be completed positively on or before the prescribed time and date.



- 1.15.2 If the successful tenderer fails to complete the job without any reason within the stipulated time period as prescribed by ICAR-CIFE against each job, penalty @ Rs. 2.5% of the Tendered Amount (as mentioned in the work order) per month shall be charged.

#### 1.16.0 OTHER INFORMATION

- 1.16.1 Non-compliance with any of the conditions set forth here above is liable to result in the tender being rejected.

## SECTION-II

### GENERAL CONDITIONS OF CONTRACT

#### CLAUSE 1 : EXECUTION OF CONTRACT DOCUMENT

- 1.1 The tenderer whose tender is accepted shall be required to appear at the office of the "Officer-In-charge (Works)" in person to execute the contract documents within seven days from the date of receipt of work order.
- 1.2 The tenderer shall quote the rates complying with the instructions contained in the tender document and must quote for all items in the tender schedule (i.e. BOQ). The items shown in the BOQ are given as a guide and are approximate only. The quantities are subject to variation up to 25% as per the situation at the site during the course of execution of work. The Institute does not also guarantee about every item of the work reflected in the schedule / BOQ will be carried during the contract period. No correspondence shall be entertained in this regard.
- 1.3 The tenderer shall keep the offer open for a minimum period of 30 days from the date of opening of tender or the period extended further by mutual consent from time to time.
- 1.4 Works are required to be completed strictly within the time and date stipulated in the tender document

#### CLAUSE 2: COMMENCEMENT OF WORK

The contractor shall commence the works on site within a period of **7 days** from the date of issue of letter of work award. Thereafter, the contractor shall proceed with the works with due expedition to complete the works within the stipulated time period.

#### CLAUSE 3: TENDERED RATES (Encl.: BOQ)

- 3.1 The rates quoted by the contractor must be inclusive of GST and other taxes as applicable. No extra payment on this account will be made to contractor. The quoted rates must be valid throughout the work execution period of **one year** from the award of the work contract.

- 3.2 The contractor must visit the site and study the working conditions, site conditions, at the quantum of work involved before quoting the rates for lump sum items. No claim of the contractor shall be entertained in under estimation of Lump sum items.

#### **CLAUSE 4: SECURITY DEPOSIT (SD)**

- 4.1 Any time before release of the Security Deposit (or any part thereof) to the contractor, if it shall appear to the Officer- In-charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or un-skilful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Officer-in-charge (Works) or any Competent Officer in CIFE to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so specified and provided & other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days during which the failure so continues and in the case of any such failure the Officer-in-charge may rectify or and remove, re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- 4.2 If the contractor fails to rectify the defects after the receiving written instructions from ICAR-CIFE, Mumbai such works shall be done departmentally, and the amount expenditure shall be deducted from the bills security deposit of the contractor.

#### **CLAUSE 5: LABOUR ACT**

- 5.1 No contractor shall employ any person who is under the age of 18 years. Officer-In-charge (Works) is authorized to remove from work any person who is below 18 years.
- 5.2 The contractor shall pay wages as per minimum Wages Act to the work men employed by him as per Government regulations. In the event any dispute arising between the contractor and his workmen on the ground that the wages paid are not fair and reasonable, the dispute shall be referred without any delay to the Director ICAR-CIFE, Mumbai. The decision of the Director/VC, ICAR-CIFE, Mumbai shall be final, conclusive, and binding on the contractor.
- 5.3 All facilities provided in the Contract Labour Act should be provided to the workers engaged in construction / maintenance works. In case of any disputes arising between labours and contractor, the legal implications of this will be on the contractor only. ICAR-CIFE, Mumbai cannot be party in any case.



- 5.4 The contractor shall duly comply all provisions of contract labour act (Regulation and Abolition) 1979 and Maharashtra contract labour (Regulation and Abolition) rules 1971, as amended from time to time and all other relevant status and statutory provision concerning payment of wages particular to the workmen employed on the site.

#### **CLAUSE 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 an accident.
- 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 on in proximity to any place where there is risk or drawing all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for prompt rescue of any person in danger.
  - (c) Contractors are expected to arrange / ensue all safety measures at the work place and also ensue minimum disturbance in the adjacent premises.

#### **CLAUSE 7: MODE OF PAYMENT**

- 7.1 **The payment will be made only after successful completion of the work.** The contractor should submit the part / full bill (as per the provisions contained in the tender) within 15 days after completion of the work and same will be paid within a month, if it is in order.
- 7.2 **Part payment / running bill will be accepted only after the successful completion of part work not less than 10.00 Lakhs.**
- 7.3 On completion of the work, the contractor shall be furnished with a certificate by the Officer-in-charge (Works) of such satisfactory completion. But no such certificate shall be given nor shall the works be considered to be complete until the contractor shall have removed all the rubbish, surplus material, all scaffolding, etc. from the premises. The bill forwarded by the contractor shall be considered for payment only after obtaining the certificate as described above.



It is the responsibility of the contractor to keep the work place clean within 15 days of the completion of work. An amount of Rs. 500/- for day as fine will be imposed till the cleaning of site of the work.

- 7.4 All payments for the work will be made through **RTGS/PFMS**.
- 7.5 Regarding all payments, inquiry shall be made only to the Officer-in-charge (Works), ICAR-CIFE, Mumbai.
- 7.6 Deduction @ 1% each towards water & electricity charges will be effected from the bill of contractor, if electricity and water are provided by the Institute.

#### **CLAUSE 8: TECHNICAL SPECIFICATIONS**

- 8.1 The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards material and every other respect in strict accordance with specifications as mentioned in the tender document against each job.
- 8.2 Every effort has been made to give detailed specifications for each and every item in the schedule; however, wherever specifications mentioned by CIFE are not sufficient, the works should be carried out as per CPWD technical specification and works manual with latest correction slip.
- 8.3 In general, all the works should be carried out conforming to ISI test standards and specifications. All the materials used in construction shall confirm to the requirement of latest IS specifications.
- 8.4 The Engineer-In-charge shall have power with the approval of Competent Authority to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract. Payment of such additional works which are not included in the quantities and rates of the original tender schedule (BOQ) shall be made on the basis of CPWD Delhi Schedule of Rates (prevailing) rates and procedures. Where, however, the work is to be executed according to the designs, drawing and specifications recommended by the contractor and accepted by the Competent Authority of CIFE, the alterations above referred to shall be within the scope of such designs, drawings and specifications appended to the tender.
- 8.5 The successful tenderer should make own arrangement to obtain all materials required for the work like cement, sand, water, electricity, etc.
- 8.6 Samples of important materials like paint, primer, etc., are to be approved by the Officer-in-charge (Works), CIFE. The tenderer has to bear the cost of samples.

- 8.7 Premium (i.e. the first quality) quality paints of approved brand (Asian paints, Berger or equivalent) should be used in painting works. Similarly, 53 grade cement of approved brand (Ambuja / Birla / L&T or equivalent) should be used.

#### **CLAUSE 9: UNSATISFACTORY AND DEFECTIVE WORKS**

- 9.1 Defective work is liable to be rejected at any stage. The contractor on no account can refuse to rectify the defects merely on reasons that the further work has been carried out to provide extra time. No extra payment shall be made for rectification. The Director has discretion to provide extra time to carry out the rectification of defective works.
- 9.2 If the progress of any particular portion of the work is unsatisfactory, the Officer In-charge shall notwithstanding that the general progress of the work, be entitled to take action after giving the contractor 10 days' notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

#### **CLAUSE 10: INCOMETAX & WORK CONTRACT TAX DEDUCTION**

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

#### **CLAUSE 11: DEDUCTION FOR ELECTRICITY AND WATER CHARGES**

- 11.1 If water and electricity is required to be used from the CIFE campus, then the contractor has to ask for the same in writing, for which the charges as per the relevant CPWD rules and regulations shall be deducted from the bill of the contractor (i.e. 1% for the items wherever water is consumed/ utilized, and 1% for the items wherever Electricity is consumed/ utilized)

#### **CLAUSE 12: DAMAGES TO GOVT.PROPERTY**

- 12.1 Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Govt. property including any damage caused by spreading of fire, shall be estimated by the Officer in-charge subject to the decision of the Director, CIFE, on appeal shall be final and the contractor shall bound to pay the amount of the assessed compensation on demand, failing which, the same will be recovered from the bill of the contractor.
- 12.2 The contractor shall be responsible for making good the damages done to the existing property or work during construction by his men.

#### **CLAUSE 13: SUPERVISION & INSPECTION OF WORKS AND QUALITY CONTROL**

##### **13.1 SUPERVISION**

The contractor shall either himself supervise the execution of the works or shall appoint the Competent Engineer to act on his behalf. If in the opinion of the Officer-



in-charge, the contractor has himself no sufficient knowledge and experience of receiving instructions or cannot give his full attention to the works, the contractor shall at his own expenses, employ as his accredited agent a qualified Engineer. If the contractor fails to appoint a suitable agent, the Officer-in-charge will suspend the works until a suitable agent is appointed and the contractor shall be responsible for the delay so caused to the works and the contractor shall not be entitled for any compensation on this behalf

### **13.2 INSPECTION**

The contractor shall inform the Officer-in-charge in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without affecting the further progress of the work. The work shall not be considered to have been completed in accordance with the terms of contract until the Officer-in-charge shall have certified in writing to that effect. Approval of materials of workmanship or approval of part of the work during the progress of execution shall not bind the Engineer-in-charge or in any way affect him even to reject the work which is alleged to be completed and suspend the issue of his certificate of completion until such alternations and modifications or reconstruction's have been effected at the cost of the contractor as shall enable him to certify that the work has been completed to his satisfactions. The contractor shall provide at his cost necessary ladders and such arrangements as to provide necessary facilities and assistance for proper inspection of all parts of the work at his own cost.

### **CLAUSE 14: MODE OF MEASUREMENT**

- (a) All measurements will be recorded in MKS / SI units, with accuracy up to plus or minus one centimetre. CPWD method of measurement shall be adopted for taking measurements.
- (b) Measurement of each and every item will be recorded on the day of its actual execution. The measurements shall be recorded in the presence of the contractor or his authorized agent. The measurements recorded by the site engineer shall be final and binding on the contractor in case they remain absent during the measurement. No correspondence shall be entertained in this regard.
- (c) Measurements area of granite, tiles, marble, Aluminum sections, etc. shall be taken on clear cut exposed areas only.
- (d) In addition to above, the normal CPWD mode of measurement will be adopted wherever CIFE, terms and conditions on this account are not sufficient.
- (e) Where for proper measurements of the work, it is necessary to have an initial set of levels or other measurements taken, the same recorded as in the authorized field book, measurement book of Government by the Officer-in-charge or his authorized representative will be signed by the contractor who will be entitled to have a true copy of the same made at his cost. Any failure in the part of the contractor to get such levels etc. recorded before starting the work will render him liable to accept the decision of the Officer-in-charge as to the basis of taking measurements. Likewise, the contractor will not cover any work which will render its subsequent measurement difficult or impossible without first getting the same jointly measured by him and



authorized representative of the Engineer in-charge. The record of such measurements on the Government side will be signed by the Contractor and he will be entitled to have a true copy of the same at his cost.

#### **CLAUSE 15: SAMPLES AND TESTING OF MATERIALS**

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

#### **CLAUSE 16: CLAIMS**

- 16.1** No extra work shall be done without the written permission of Officer in-charge (Works). No claim of extra work shall be paid separately.
- 16.2** No extra work / additional works should be done without the written order of the OIC (Works). Claims extra work shall be included in running/final bill. No separate bill shall be made for any additional / extra works done.

#### **CLAUSE 17: HANDING OVER OF WORK:**

- 17.1** All the works and materials before finally taken over by the CIFE will be the sole liability of the contractor for guarding, maintaining, and making good any damages of any magnitude, interim payments made for such work will not alter this position. The handing over of the completed works by the contractor and taking over by the OIC (Works) or his authorized representative will be always in writing. The copies of handing over and taking over will go to OIC (Works) or his authorized

representative and the contractor, it is however understood that before taking over such work, Institute. will not put into regular use of distinct from casual or incidental one, except as specifically mentioned elsewhere in this contract or as mutually agreed to.

#### **CLAUSE 18: OTHER CONDITIONS**

- 18.1** No work shall be done on **Sunday and other holidays** without the prior permission in writing of the Engineer-in-charge.
- 18.2** Any contractor who does not accept these conditions shall not be eligible for work order and EMD will be forfeited.
- 18.3** The contractor shall not sublet or assign his contract to others.
- 18.4** Except where otherwise specified in the contract the decision of the Director, CIFE, Mumbai, shall be final and binding on all parties of the contract upon all questions relating to the meaning of the specifications, designs, drawings, etc., or as to any other question, claim, right, matter, or thing whatsoever, in any way arising out of, or relating to the contract, design, drawing, specifications, etc, or otherwise concerning the works, or the execution, or failure to execute the same, whether arising, during the progress of the work, or after the completion, or abandonment thereof.
- 18.5** **If the contractor stops the work in between due to his personal reasons, financial grounds, etc., for more than ten days after the commencement of works, the competent authority of ICAR-CIFE shall issue a notice to the contractor to this effect. The contractor has to execute the works within seven days from the date of receipt of the notice, failing which the contract will be terminated, and incomplete works will be executed by some other Contractor/Agency at the risk and cost of the contractor. The decision of the Director/VC, ICAR-CIFE, Mumbai, will be final in this regard without prejudice to any other rights or remedies whatsoever.**
- 18.6** The tenderer is advised to read the work specifications clearly. The DSR rates taken only as reference. Before submitting the quotation, tenderer must see the work specifications and departmental rates. If there is any ambiguity, such matter should be brought to the notice of Competent Authority immediately. No negotiation or request to alter the specifications or rates is permitted once the work is awarded.

#### **CLAUSE 19: IMPORTANT INSTRUCTION BEFORE QUOTING THE RATE**

- 19.1** The rates of various items of works reflected in the bill of quantities (scheduled items; Serial No. 1 to 32) are derived from the basic DSR rates (CPWD) without taking into consideration the present cost index. The bidders are hereby instructed to quote the rates (i.e. percentage above or below the rates reflected in the bill of quantities (BOQ)) incorporating the prevailing cost index. The rates of non-scheduled items are derived from market rates and are approximate. Bidders are instructed to read the work specifications carefully to understand the nature and scope of the

work. **The bidders are instructed to take into account both the scheduled and non-scheduled items together and quote one rate (i.e. percentage above or below or at par the rates reflected in the bill of quantities).** The quoted rates should be inclusive of GST as applicable as per GoI Rules & Regulations.

The quoted rates will remain firm throughout the contract period of one year from the date of award of the work order. The bidder shall not be allowed to change the quoted rates under any circumstances. Every effort has been made to make the tender document error-free. However, if the bidder finds any ambiguity in the rates or specifications of items of works reflected in the bill of quantities, the same may be brought the notice of the Competent Authority in ICAR-CIFE Mumbai at once before submitting the tenders for clarification and necessary action or corrective measures, if required. Post-tender discussions or negotiations will not be entertained under any circumstances.



## **ANNEXURE - 1**

### **AN UNDERTAKING TO BE SIGNED BY THE CONTRACTORS**

**TO**

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

Dear Sir,

1. Having examined the tender document thoroughly including instructions to Tenderers, conditions of Contract, Technical specifications, mode of Payment, Schedule of Contract, Quantities, Drawings, other schedules and Annexure, etc., (everything mentioned in the tender document), for execution of above mentioned jobs, We the undersigned offer to execute and complete the above works, if we are awarded the job.
2. We undertake, if our Tender is accepted, to commence the works within seven days of issue of acceptance letter to commence and to complete the whole works comprised in the contract within the stipulated time period as mentioned in the Tender document.
3. If our tender is accepted, we will furnish the Security Deposit as per the terms and conditions mentioned in the Tender Document.
4. Unless and until an agreement is prepared and executed, the Tender together with your written acceptance thereof, shall constitute a binding Contract between us, but without prejudice to your right to withdraw such acceptance.
5. We understand that you are not bound to accept the lowest or any tender you may receive.
6. We hereby agree and accept all the terms and conditions mentioned in the tender document. We also agree to abide by and fulfill all the terms and provisions of the conditions of the contract, and in default thereof to and pay to CIFE the sums of money mentioned in the said conditions.

**Seal:**

**(Signature of the Tenderer)**

**Date:**

**ANNEXURE -II**

**DETAILS OF EARNEST MONEY DEPOSIT (EMD)**

**NAME OF THE WORK :**

**AMOUNT (Rs.) :**

**DEMAND DRAFT NO. :**

**DATE OF DRAWN :**

**NAME OF THE BANK :**

**ANY OTHER DETAILS :**

**DATE:**

**SEAL:**

**(SIGNATURE OF THE TENDERER)**