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 PROVIDING JOB/SERVICE ORIENTED SKILLED WORKS (DATA ENTRY OPERATION AND OTHER TECHNICAL SUPPORT)

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: <u>www.cife.edu.in</u>

F. No. 36-26/DEO&AW/2016-17/P

Dated: 10 March 2017

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 JOB/SERVICE ORIENTED SKILLED WORKS (DATA ENTRY OPERATION AND OTHER TECHNICAL SUPPORT" in the New Campus of 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 cash (payable at CIFE's cash counter) or by Demand Draft payable to "ICAR Unit - CIFE" at Mumbai (Non-refundable). Tender document will be issued from 10.03.2017 to 31.03.2017 on all working days between 10.30 AM and 16.30 PM. The tender papers shall not be issued by post. Tender form can also be downloaded from CIFE's website <u>www.cife.edu.in</u> and the cost of Tender document should be enclosed along with Technical bid 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 **24.03.2017 at 1500 hours** in the Committee Room No. 314 of the Main Academic Building in the new campus of CIFE. Sealed tenders will be received up to **1500 hours on 31.03.2017**. The Technical Bids shall be opened on the same day **at 1530 hours** in presence of the intended tenderers. An amount of **Rs. 1,00,000/-** (**Rupees One lakh 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.

ASSTT. ADMINISTRATIVE OFFICER (P)



ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION

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



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Tel. No. 022-26361446/7/8, Fax No. 022-26361573 Web Site : <u>www.cife.edu.in</u>

F. No. 36-26/DEO&AW/2016-17/P

Dated: 10 March 2017

NON TRANSFERABLE TENDER DOCUMENT

INVITATION TO TENDER (IN TWO BID SYSTEMS) AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING CONTRACT FOR PROVIDING JOB/SERVICE ORIENTED SKILLED WORKS (DATA ENTRY OPERATION AND OTHER TECHNICAL SUPPORT)

1.	Cost of Tender Form	: Rs. 1,000/-
2.	Issue of tender document	: 10 to 31 March 2017
3.	Last date of receipt of Tender 1500 hrs. on	: 31 March 2017
4.	Technical bid to be opened at 1530 hrs. on	: 31 March 2017
5.	Pre-bid Meeting at 1500 hrs. in the Committee Room on	: 24 March 2017
6.	Tender to remain open for acceptance up to 180 days From the date of opening of Financial Bids	
7.	The Tender form is available on CIFE's website : <u>www.cif</u>	<u>e.edu.in</u>

NOTE :

- 1. The Director, Central Institute of Fisheries Education, Mumbai may at his/her discretion extend this date by a fortnight and such extension shall be binding on tenderers.
- 2. If the date up to which the tender is open for acceptance is declared to be a holiday, the Tender shall be deemed to remain open for acceptance till the next working day.

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 FOR PROVIDING JOB/SERVICE ORIENTED SKILLED WORKS (DATA ENTRY OPERATION AND OTHER TECHNICAL SUPPORT)

То

M/s. -----

Sub : Supply of blank Tender Form - reg.

Dear Sir,

With reference to your application dated______, please find enclosed herewith blankTender form along with the detailed specifications receipt no. ______ Dated ______for Rs. _____ for above mentioned job work / service contract.

Kindly acknowledge the receipt of the same.

Yours faithfully,

Assistant Administrative Officer (P)



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



F. No. 36-26/DEO&AW/2016-17/P

Dated: 10 March 2017

- SUBJECT: PROVIDING JOB/SERVICE ORIENTED SKILLED WORKS (DATA ENTRY OPERATION AND OTHER TECHNICAL SUPPORT)
- Note: All communications must be addressed to the Assistant Administrative Officer, 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 Assistant Administrative Officer Central Institute of Fisheries Education Mumbai – 400 061

To M/s. -----

Dear Sir(s),

Sealed 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 Contract of **PROVIDING JOB/SERVICE ORIENTED SKILLED WORKS (DATA ENTRY OPERATION AND OTHER TECHNICAL SUPPORT)** at Central Institute of Fisheries Education (Deemed University), Indian Council of Agricultural Research, Panch Marg, Off Yari Road, Versova, Andheri (West), Mumbai – 400 061.

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. 1,00,000/- (Rupees One lakh 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. The original copy of the tender is to be enclosed in double cover. The Inner cover should be sealed. The outer cover should be superscripted as Tender for "PROVIDING JOB/SERVICE ORIENTED SKILLED WORKS (DATA ENTRY OPERATION AND OTHER TECHNICAL SUPPORT) with address of this office and of the tenderer. Right is reserved to reject outstation tenders. All tenders should be sent by Registered Post. Tender may be hand delivered and should be put in the Tender Box which shall be kept in the Office of the Registrar/SAO, CIFE, Mumbai not later than 3:00 PM on 31 March 2017.
- **9.** The rates quoted should be both in words and figures, failing which the Tender is liable to be rejected. You are at liberty to be present or to authorize a representative to be present at the time of opening of the Tender. The name and address of the representative who would be attending the opening of the tender on your behalf should be indicated in your tender. Please also state the name and address of your permanent representative, if any.
- **10.** 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.**
- 11. <u>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.</u> In the event of non-deposition of the same, the earnest money (EMD) will be forfeited.
- **12.** No interest on Performance/Security Deposit (SD) & Earnest Money Deposit (EMD) shall be paid by the CIFE to the tenderer.
- **13.** 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) from monthly bills of the successful tenderer, as per rule.
- **14.** 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.
- 15. The contract will be for a period of one year only, subject to satisfactory performance of the Tenderer. The contract may be cancelled by the both parties by giving one month notice by former (CIFE) or Latter (Contractor). After every 89 days there will be a break on 90th day and will be again start as fresh after 90th day.
- **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 annual turnover of Rs. 50 lakhs and above in the last 3 financial years (2014-15, 2015-16 and 2016-17). The firm should have experience of having undertaken similar type of works in the past. A minimum of one work of Rs. 12 lakhs or more, OR two works 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 fulfillment 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. Administrative works like stenography, Data Entry Operation, Typing, Receptionist, any other skilled works) in Govt. or semi-Govt. organizations and Corporate Offices
- **19.** The Competent Authority at its discretion may detail a Committee consisting of twothree 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.
- b) Copy of Work Orders: Work / Supply Orders in support of Minimum Annual Turnover of the Agency / Firm in the last 3 financial years (2014-15, 2015-16 and 2016-17) (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 (2014-15, 2015-16 and 2016-17). This turnover certificate should be issued by registered Chartered Accountants, failing which tender is liable to be rejected.
- d) **IT and Balance Sheet:** Income Tax Return and balance sheet of the Firm/Agency for the last 3 financial years (2014-15, 2015-16 and 2016-17) & 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 (2014-15, 2015-16 and 2016-17).

- 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) Service Tax (ST) Certificate: Service Tax (ST) 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 obtained by the successful bidder within a month under the said Act.
- 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 Two Separate Envelopes to be sealed and put in a main Envelope/Cover.

Yours faithfully,

Assistant Administrative Officer (P) For and on behalf of the DIRECTOR CIFE, Mumbai-400 061

TENDER FOR "PROVIDING JOB/SERVICE ORIENTED SKILLED WORKS (DATA ENTRY OPERATION AND OTHER TECHNICAL SUPPORT" IN THE NEW CAMPUS OF CIFE, MUMBAI – 400 061.

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:

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:

то

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 **PROVIDING JOB/SERVICE ORIENTED SKILLED WORKS** (DATA ENTRY OPERATION AND OTHER TECHNICAL SUPPORT) 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 **180** (One hundred and eighty) 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. Pay order/DD No._____ of Rs._____ drawn in favour of "ICAR Unit CIFE" and payable at Mumbai is enclosed as earnest money required.

7. Pay order/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 the tender document from CIFE web site.

Yours faithfully,

Dated:	Signature & Seal of the Tenderer
Witness:	Telephone No. Office:
Address:	Residence:
Occupation:	Mobile:

Signature of witness to contractor's signature

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	
	PAR	r – II
8	Earnest Money Deposited: Yes/No If Yes, details –	DD or Pay order No
		Dated: Amount: Rs
		Issuing Bank:
	PART	- 111
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

SCHEDULE-II

GENERAL INFORMATION AND OTHER TERMS & CONDITIONS OF THE CONTRACT

(Central Institute of Fisheries Education (CIFE), (Deemed University), *Indian Council of Agricultural Research*, Panch Marg, Off Yari Road, Versova, Andheri (West), Mumbai–400061. It 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. Staff can deployed IN both Campuses as per the requirement)

Scope of Work :

The Services, as detailed below are to be provided to the Head of Divisions / Sections / Cells of CIFE (HQ) located at Mumbai :-

- (i) Typing (Computer) / Data Entry / Stenographic Work / Dairying / Dispatch of Letters / Receipts Filling / Docketing of Papers
- (ii) Other miscellaneous work of similar nature as and when allotted by concerned Head of Divisions / Sections / Cells.
- (iii) Upkeep / arranging and organization of files/registers in the section
- (iv) Photocopying of papers etc. and making sets, as required.
- (v) The services are to be provided on all working days (a maximum of 26 days per month) from 09.00 A.M. to 06.00 P.M. Sometimes, if required (in case of urgency), services are to be rendered on Sundays, holidays, and beyond office hours also, No extra payment will be made on this account.

Total 12 Data Entry Operation and 5 Other Technical Support = 17 Points (10.00 A.M. to 06.00 P.M.) on all working days (i.e. Monday to Saturday) (This is equivalent to 17 manpower per day).

TERMS & CONDITIONS:

- 1. The services staff should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of staff/supervisor is to go on leave under intimation to this office.
- 2. Changing of Staff/Supervisor should be intimated to the OIC (Manpower) and JD (Admn.) (i.e. Head of the Office) of Central Institute of Fisheries Education, Mumbai

- 3. The Director, Central Institute of Fisheries Education, Mumbai reserves the right to reject any or all quotations in whole or in part without assigning any reason therefore. The decision of Director, Central Institute of Fisheries Education shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.
- 4. The staff provided should also maintain secrecy and discipline in the premises of Institute.
- 5. The staff provided should be skilled and capable of doing Administrative works as prescribed in Schedule-II. The staff should have a minimum qualification of HSC (10+2) from any recognized Board/University with knowledge of working on Computers and Three Years' experience in similar field.
- 6. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of Institute for the purpose. All complaints should be immediately attended to by the Agency.
- 7. The Agreement is terminable with one month notice on either side.
- 8. The contractor shall not sublet the work without prior written permission of the Institute.
- 9. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- 10. The selected agency shall provide the necessary personnel for at Institute as per labour acts prevalent in Maharashtra State. The agency shall employ good and reliable persons with robust health of age group of 21 to 45 years. In case any of the personnel so provided is not found suitable by the Institute, the Institute shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediately.
- 11. The persons so provided by the Agency under this contract will not be the employee of the Institute and there will be no employer-employee relationship between the Institute and the person so engaged by the contractor in the aforesaid services.
- 12. Payment for service contract will be made monthly upon submission of pre-receipted bill.
- 13. After physical inspection of the site, very detailed assessment/requirements of personnel for providing security services at the Institute shall have to be furnished along with the Tender. However, the Tenders should indicate only the lump-sum amount in respect of all the services covered under this contract and that rates should not be proposed on the basis of manpower to be deployed under the contract. No request for alteration in the rates once quoted will be permitted within one year.

- 14. The rates to be quoted should include Minimum Wages, Contributions towards EPF & ESIC, Income Tax, Bonus, and other Misc. costs like transportation charges for the manpower, Uniform, Liveries, etc. The Institute shall not bear any extra charge on any account whatsoever over and above the quoted amount.
- 15. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the Institute from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, CIFE shall be final and binding on the Agency/Firm/Contractor.
- 16. Income Tax will be deducted from the payments due for the work done as per rule.
- 17. The supervisor appointed by the Firm at the cost of the Firm will maintain all the registers, which are kept at concerned Division/Section/Cell.
- 18. Changing of Supervisor/Staff should be intimated to the Head of the Office.
- 19. The Contractor must employ adult labour only. Employment of child labour may lead to the termination of the Contract.
- 20. The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt. State Govt. relating to this contract made applicable from time to time.
- **24. Risk Clause:** CIFE reserves the right to discontinue the Contract at any time, if the services are found unsatisfactory by giving a show-cause notice to be replied within a week and also has the right to award the Contract to any other Agency at the risk and cost of Current Agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.
- 22. The Agency has to provide detailed information of its staff / Workers employed for CIFE within 3 months from the date of issue work order (like Police verification report, address, educational qualification, etc.)
- 23. The contractor shall issue photo Identity card to the personnel deployed in the Campuses/Premises for performing duty, which will be duly signed by him and displayed by them on their persons while they are in duty.
- 24. The successful bidder has to enter into an Agreement with CIFE on Non-judicial stamp paper of value Rs. 100/- (to be arranged by the Agency). The agreement is terminable with one month's notice on either side.

25. The selected Agency shall provide the necessary skilled personnel for Data entry operation and other Administrative / Skilled works at CIFE New Campus as per labour acts prevalent of Mumbai.

26. LIQUIDATED DAMAGES CLAUSE :

- 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 **One Hour** liquidated damages clause will be invoked.
- 2. Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately.
- 3. That the contractor shall be responsible for the faithful compliance of the work award order. Any breach or failure to perform the same may result in termination of the work order and forfeiture of the security deposit.

The Director, Central Institute Fisheries Education, Mumbai reserves the right to reject any or all Tenders in whole or in part without assigning any reasons therefore. The decision of Director shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- Total number of manpower to be engaged shall not be less than the equivalent manpower as indicated in the scope of work (Schedule–II). At present, the equivalent manpower to be considered is 17. Please note that the number of manpower/man-hour mentioned in schedule – II is approximate and minimum. The bidders are requested to work out the exact number of workers required after analyzing the quantum of work carefully. However, this shall not be less than the equivalent number of manpower/man-hour mentioned in schedule–II. This contract is on job / service basis; not on man days basis.
- 2. The said works (Data entry operation and other Admn. Works) are to be carried out only on all working days of the month. Maximum number of working days by each worker should not be more than 26 days in a month. However, in case of urgency, if required, the Agency has to get the work done even on holidays and beyond office hours for which no additional payment shall be made.
- 3. The present tender is not based on the manpower or man days. The tenderers should quote the consolidated amount per month considering the equivalent manpower required to execute various works or providing services as reflected in Schedule-II. The manpower should not be less than the equivalent manpower reflected in Schedule-II. However, if any additional manpower is required over and above what is mentioned in the Schedule-II, the same should be supplied by the Agency and the payment of additional manpower shall be made on pro-rata basis as per the payment structure given in the enclosed schedule.
- 4. The contractor has to supervise/oversee the works in both the campuses either by himself or through his authorized supervisors / representatives. The cost of supervisors has to be borne by the Agency.
- 5. The contractor has to pay their workers minimum wages with all statutory benefits (like EPF, ESIC, and Bonus) as per the notification issued by Labour Commissioner, Ministry of Labour & Employment, Govt. of India from time to time. Where both Central and State Govt. has fixed the minimum wages, the rates of wages whichever is higher will be applicable. Payment of the wages to the Manpower as per minimum wages plus all statutory benefits is the prime and sole responsibility of the Agency.
- 6. For preparation of Financial Bid, the present rates of Minimum Wages notified by the Dy. Chief Labour Commissioner (Central), Mumbai, Ministry of Labour & Employment, Govt. of India should be considered. Where both Central and State Govt. has fixed the minimum wages, the rates of wages whichever is higher will be applicable.
- 7. The contractor has to pay his workers minimum wages as per the prevailing labour laws. If there is any increase in the minimum wages, the contractor has to pay the same to his workers.

- 8. The contractor has to maintain all relevant registers salary register, over time register, attendance register, etc. as per the prevailing labour laws.
- 9. The present tender is a job / service contract, not man days based tender.
- 10. The contractor shall monitor all works / services under his direct supervision. However, CIFE shall inspect the works at any time.
- 11. The contractor should abide by all prevailing labour laws including providing medical facilities to his workers. CIFE shall not be responsible in such matters.
- **12.** The persons so provided by the agency under this contract will not be the employee of the CIFE, and there will be no employer-employee relationship between the CIFE and the persons so engaged by the contractor in the aforesaid services.
- 13. In the Financial Bid, Tenderers should indicate only the lump sum amount per month considering the equivalent number of manpower required (at present it is 17) and present minimum wages structure. Payment to workers must be made as per the minimum wages structure as mentioned in Annexure-II (pl. see Annexure-II). If there is any increase in the minimum wages and other statutory benefits to the workers during the period of contract, the same shall be paid to the workers by the Agency, which shall be reimbursed to the Agency by the Institute.
- 14. Since all bidders must pay the minimum wages as per the minimum wages structure as mentioned in the Annexure-II, successful bidder shall be selected on the basis of Service Charges quoted. If service charge quoted by 2 or more contractors is same, then the successful bidder shall be selected on the basis of other credentials like Size of Establishment, Experience, Turnover, etc. In such situation, the decision of the Director, CIFE shall be final and binding on all concerned.
- 15. The Successful bidder must open the EPF and ESIC account of all new workers immediately after signing the Agreement with CIFE. A detailed list of workers along with their EPF and ESIC account number must be submitted to SR/SAO/AO/OIC (Manpower) within 30 days from the date of commencement of work.
- 16. Copies of Challans of EPF and ESIC must be enclosed along with monthly bill of the contractor; failing which, the bill shall not be considered for payment.
- 17. Every Endeavour has been made to make this document simpler and clear. Every information related to the job are mentioned. However, if any clarification is required, the bidders may ask the same in writing to the Senior Registrar / Sr. A. O. / OIC (Works) / OIC (Manpower) or the same may be got clarified in pre-bid conference.

DETAILED INFORMATION / TERMS AND CONDITIONS FOR HIRING THE SERVICES OF TYPIST/STENOGRAPHERS AND DY./DESPATCH ETC. THROUGH THE PLACEMENT AGENCY

- 1. The personnel engaged for the services in CIFE, Mumbai shall be the employees of the Agency (i.e. Contractor) and 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 Exemployer/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 **skilled manpower for Data entry operation and other Administrative works at CIFE.**
- 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 7th of every month by Cheque or 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. 1,00,000/- (Rupees One lakh 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 nonjudicial paper of Rs. 100/- on acceptance of their Quotation.

ASSISTANT ADMINISTRATIVE OFFICER (P)

ANNEXTURE - I

SI. No.	Name of the Dept. / Organization & Name of contact Person with Ph. No.	Period		No. of Staff deployed	Remarks
		From	То		

DETAILS OF THE MINIMUM 3 YEARS EXPERIENCE / WORK DONE

(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	Cost of Blank Tender Form		
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	Service Tax Certificate		
13	Labour License		
14	No Legal Suit or Criminal Case		

Signature	•	
Jighatare	•	

Name & Address of the Firm : ______

ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION (Deemed University, Indian Council of Agricultural Research) MUMBAI – 400061



FINANCIAL BID

TENDER FOR PROVIDING JOB/SERVICE ORIENTED SKILLED WORKS (DATA ENTRY OPERATION AND OTHER TECHNICAL SUPPORT)

26

ANNEXTURE - II

Payment to the Skilled Workers engaged by the Agency for "Data Entry Operation and Other Administrative Works" at CIFE, Mumbai must be made as per the prevailing Minimum Wages structure including all statutory benefits prescribed by the Ministry of Labour & Employment, Govt. of India from time to time. Where both Central and State Govt. has fixed the minimum wages, the rates of wages whichever is higher will be applicable. The lump sum amount per month may be worked out in accordance components given in the following table:

SN	Component	Skilled Labour
1	Daily Rate of Minimum Wages of each Manpower	
2	P.F. @ 13.36%	
3	ESIC @ 4.75%	
4	Bonus @ 8.33% on minimum wages (i.e. @ 8.33% on Rs.7000/- only)	
5	Total amount of each Manpower per day per	
6	Salary of each Manpower for 1 month (considering maximum number of allowable working days in a month)	
7	Total salary considering total number of equivalentmanpower units (i.e. 26 manpower units)(A)	
8	Contractor's Service Charges (B)	
9	Total amount (A + B + C)	

Note:

- (1) If there is any increase in the minimum wages and other statutory benefits to the workers during the period of contract, the same shall be paid to the workers by the Agency, which shall be reimbursed to the Agency by the Institute.
- (2) However, there will not be any increase in the Service Charges of the Contractor / Agency during the Contract Period (i.e. till the contract is expired / terminated)
- (3) Along with the financial bid, all bidders must enclose a statement showing the break-up of lump-sum amount quoted in the enclosed format (Annexure-III), failing which Tender is liable to be rejected.

FINANCIAL BID

(Please enclose this financial bid in separate envelop with seal)

Opening of Financial Bids will be intimated to the successful bidders (i.e. bidders who qualify in the Technical Bids) by Phone / E-mail / Fax

То

The Director

Central Institute of Fisheries Education, CIFE, Mumbai – 400 061

Sir,

I/We wish to submit our tender for providing the Cleaning, Sanitation and Waste disposal services at CIFE Mumbai on the following rates:

Sr. No.	Particulars	Consolidated Amount in Rupees Per Month
1.	Consolidated amount per month for PROVIDING JOB/SERVICE ORIENTED SKILLED WORKS (DATA	
	ENTRY OPERATION (12) AND OTHER TECHNICAL	(in Figure)
	SUPPORT (5)) (equivalent to 17 Manpower Units)	
	The quoted monthly consolidated amount should include	
	minimum wages with all statutory benefits to	
	workers including contribution towards EPF, ESI,	
	AND Bonus (as mentioned in Annexure-II), and	
	other mandatory deductions (like TDS and other	
	taxes), and to be paid to each manpower in	
	accordance with the highest standards of services	(in Words)
	and as per the terms and conditions specified in the	
	Tender including all acts & taxes etc. as applicable	
	from time to time.	

I/We agree to forfeit of the earnest money if I/we fail to comply with any of the terms and conditions in whole or in part laid down in the Tender form.

We have carefully read the terms and conditions of the Tender and are agreed to abide by these in letter and spirit.

Signature : Name & Address of the Firm :	
Telephone No. : Mobile No. : E-mail ID :	

BREAK UP OF THE LUMP SUM AMOUNT QUOTED

(A) Structure of minimum wages as per the prevailing rates of minimum wages prescribed by Ministry of Labour and Social Justice, Govt. of India

SN	Particulars of wages and other statutory benefits to Skilled workers	Amount
1	Minimum wages per Each Manpower	
	per Day	
2	P.F.@13.36%	
3	ESI @4.75%	
4	Bonus @ 8.33% (minimum wages	
	Rs.7000/- only)	
5	Total amount per day	
6	Minimum wages of each worker per	
	month (i.e. considering 26 working days)	

(B) Break up of Lump-sum amount

Minimum Monthly wages payable to workers (Monthly wages X Number of Manpower Unit)	Service Charges (Lump-sum Amt. in Rupees)	Total amount

Signature : _____

Stamp with date

Name & Address of the Firm : _____