

ICAR - CENTRAL INSTITUTE OF FISHERIES EDUCATION

(Deemed University) Panch Marg, Off Yari Road, Versova, Andheri (West), Mumbai-400061 Tel. No. 022-26361446/7/8 Ext. 495 Website : www.cife.edu.in



File No. 50/2022-23/Housekeeping/JCC

09th September, 2022

NOTICE INVITING E-TENDER

The Director, ICAR-Central Institute of Fisheries Education (CIFE) invites online quotation through e-procurement portal (<u>www.eprocure.gov.in</u>) in 2(two) Bid System from the registered Contractors/Service Providers for <u>hiring of Skilled, Semi-skilled</u>, <u>Unskilled jobs (to perform different jobs related to typing, data entry, file</u> <u>movement, record management, field farms, fish ponds, laboratory,</u> <u>housekeeping, cleaning, sanitation & grass cutting etc.) at ICAR-CIFE, Mumbai -</u> <u>400 061</u> on job contract basis. The Head Office of the Institute is located at Mumbai and its regional centres/stations are located at Kolkata (West Bengal), Kakinada (Andhra Pradesh), Powerkheda (Madhya Pradesh), Rohtak (Haryana) and Motipur (Bihar). Initially the terms of the contract will be for 1(one) year, which may be renewed for another year(s) as per decision of the Competent Authority.

No bid other than online quotation in BoQ shall be entertained.

The Schedule of processing of quotation is as follows:

1	Date and Time for Issue/Publishing	09/09/2022 ; 01:00 PM
2	Pre-Bid conference	14/09/2022 ; 11.30 AM
3	Bid submission start Date and Time	15/09/2022 ; 05:00 PM
4	Bid submission End Date and Time	21/09/2022 ; 05:00 PM
5	Date and Time for opening of Technical Bids	22/09/2022 ; 05.00 PM
6	Address for communication	The Joint Secretary & Sr. Registrar, ICAR-Central Institute of Fisheries

JOINT SECRETARY & SR. REGISTRAR

TERMS & CONDITIONS:

- <u>TENURE OF CONTRACT</u> Initially the tenure of the contract will be for 1(one) year. However, the Institute reserves the right to renew the contract for another year(s) subject to satisfactory performance and on the existing terms and conditions and rates, if mutually agreed upon. Further, the contract may be extended on monthly/quarterly/half-yearly basis also as per need of the Institute.
- 2. <u>The Firms are required to upload the following documents for qualifying in</u> <u>Technical Bid:</u>
 - I. PDF copy of Firm's Name with full address of authorised office.
 - II. PDF copy of the Certificate of Registration of the Firm for Contract Labour/Manpower Supply.
 - III. PDF copy of GST Registration certificate issued by Competent Authority
 - IV. PDF copy of valid EPF Registration
 - V. PDF copy of valid ESI Registration
 - VI. PDF copy of valid Labour License under Contract Labour(R&A) 1970
 Act, issued by appropriate authority of Ministry of Labour, Govt. of India.
 Renewal Certificate/documents must be uploaded establishing the validity of the said Labour Licence as on the last date of bid submission
 - VII. PDF copy of experience certificates providing related services (providing skilled, semi-skilled and unskilled services) for last 03 years in Govt of India/State Govt/ICAR/other Govt. Organisations. The Firm should have undertaken at least one single Manpower job contract in any Govt of India/State Govt/ICAR/other Govt. Office, of value minimum Rs. 4.00 (Four) crore per annum during last three financial years. PDF copy of filled in form as per Annexure-VI.
 - VIII. PDF copies of Annual Accounts for last three financial years (2019-20, 2020-21 & 2021-22) showing Annual turnover of minimum 10 (Ten) crores, audited by Chartered Accountant.
 - IX. PDF copy of undertaking on the letter head of the firm as per **Annexure** –**III** of the Bid Documents.
 - X. The authenticated checklist at **Annexure-V** may also be uploaded in PDF Format
 - XI. PDF copy of MSME/NSIC Certificate in the relevant field in case of exemption from EMD. Else the EMD equal to 3% of tender value to be deposited with CIFE in Offline Mode in the form of DD. The details to be mentioned in online documents submitted.
- 3. If any document mentioned above is not uploaded by the Agency, the bid will be rejected.
- 4. <u>Technical Bid</u>: Should contain PDF copies of documents mentioned in <u>Annexure-I</u> Para No.2(i) to (x). Each page of uploaded documents should be authenticated by the authorized person of the firm along with seal.

- 5. <u>Financial Bid :</u> The quotation/Financial Bid must be contained in BoQ.
- 6. In case of quotes for L-1 results in a tie, then satisfactory working in ICAR set up as per document mentioned in the Technical Bid of the bidders will be the criteria among the firms quoting L-1 for the selection.
- If the selected bidder does not accept the offer after issue of letter of award by ICAR-CIFE, Mumbai within 15 (fifteen) days, the offer made shall be deemed to be withdrawn without any further notice.
- Security Deposit An amount of 3% of the estimated value of yearly contract for the contract is to be deposited by the Selected Agency/Successful Bidder only after receiving a communication from the Institute as a security deposit.
- 9. In case of partnership firms where no authority has been given to any one partner to execute the contract/agreement concerning the business of the partnership, the Tenders and all other related documents must be signed by every & all the partners of the firm. A person signing the Tenders form of any other documents forming part of the contract for himself/ herself on behalf of other shall be deemed to guarantee that he/she has signing authority.
- 10. The Institute is paying wages to different category of manpower, engaged through the Service Provider. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages, EPF & ESI in respect of personnel deployed by it to this Offic, e has to compulsorily submit the ECR copy of EPF and ESI in respect of each worker engaged for a month at this Institute, while submitting the monthly claim for the succeeding month.
- 11. GST ICAR-CIFE, Mumbai is a research Institute under Indian Council of Agricultural Research, Ministry of Agriculture and Farmer's Welfare, Government of India, New Delhi and activities of ICAR-CIFE, Mumbai comes under the purview of Service classified under Heading 9986 of Section 8 of Chapter 99 of GST Notification No.11/2017-Central Tax (Rate) dated 28th June, 2017) issued by Ministry of Finance, Govt of India.

12. RESOLUTION OF DISPUTES:

- i) All disputes, agreements or questions arising out of or in connection with this contract or relating to its construction or performance shall be settled amicably by mutual consultation. If after 90 days, the parties fail to resolve their disputes or differences by mutual discussions, the matter shall be referred by arbitration in accordance with the Arbitration and Conciliation Act 1996.
- ii) The Parties shall continue to perform their obligations under this Contract during the conciliation/arbitration proceedings. The cost of arbitration (including the fees and expenses of the arbitrators) shall be shared equally by the parties, unless the award specifies otherwise.
- iii) This article shall survive the termination of this contract.

- 13. Quotation/Financial Bid must NOT be mentioned in any of the documents of Technical Bid, otherwise bid will be summarily rejected.
- 14. Successful bidder will have to enter into a detailed contract agreement with ICAR-CIFE, Mumbai on judicial stamp paper of **Rs.100/-** (Rupees one hundred only) for the work.
- 15. The award of bid and its terms & conditions will be subject to any further guidelines issued by the Govt. of India/ICAR/Director, ICAR-CIFE, Mumbai. For intimation of the number of manpower register under ESI & EPF contribution, documentary proof of voucher to be required and may be attached with the Technical Bid.
- 16. The agency has to discharge all the legal obligations of their employees in respect of their wages and other 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, viz Statutory obligations under Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act etc. The Agency has to indemnify and keep indemnified the Institute, from any claims, loss or damages that may be caused to the Institute on account of the Agency's failure to comply with their obligations under the various laws towards their staff/employees employed by them or any loss/damage caused to the Institute due to acts/omissions of the Agency. Bidders quoting/or paying less than the mandated Minimum Wages, EPF, ESI etc. norms as fixed by the Govt. of India shall be summarily rejected.
- 17. The Agency has to get all the engaged employees insured against any liability arising under the Workman's compensation act or under the common law. The agency is to agree to indemnify against any claim that the Institute may has to meet in respect of their staff members and /or Workmen/employees on account of any accident or for any other reason.
- 18. Any misconduct/misbehaviour on the part of the manpower deployed by the agency will not be tolerated and such persons(s) will have to be replaced immediately. The Agency or his workers shall not misuse the premises allotted to this for any purpose other than for which the contract is awarded.
- 19. The selected agency shall be provided the necessary personnel at ICAR-CIFE as per Labour Acts prevalent in Govt. of India. The agency shall employ good and reliable persons with robust health in the age group of **18 to 55 years** (Relaxation of age factor will be considered in case of highly experienced & Retd. Govt. Officers). In case any of the personnel so provided is not found suitable by ICAR-CIFE, the Institute shall have the right to ask for his/her replacement without giving any reasons thereof and the agency on receipt of a written communication will have to replace such persons at the earliest.

- 20. The workers provided by the agency under this contract will not be in any manner the employee of ICAR-CIFE and there will be no employer-employee relationship between engaged manpower and ICAR-CIFE.
- 21. Payment for service contract will be made monthly upon submission of prereceipted bill. Payment of the Agency will be done on job basis per month. If the work provided by the Agency is found absent/not available on certain days, the proportionate amount will be deducted the monthly bill.
- 22. The services are to be provided from Monday to Saturday from **10:00 AM to 6:00** PM or such timings, as may be fixed by the Institute for the different jobs. However, in case of exigency of work, services of contractual staff are to be rendered on Sundays and Holidays and beyond the office hours also. The office may engage workers in different shift hours as per requirement.
- 23. No request for alteration in the rates once quoted will be permitted within the period of contract, subject to the orders issued by the Government of India from time to time, for which separate application is to be submitted by the service provider. The Service Charges including any/all obligatory/prescribed norms under different guidelines/Acts of the Government of India as in force shall also remain fixed for the entire period of contract, even if the contract is extended.
- 24. The Institute will award the contract to the firm whose Tender will be determined to be responsive and offering the best services. The Institute shall pay to the Service Provider the wages quoted and service charge in addition. Any other expenses, Bonus, Uniform etc., if to be paid, is to be borne by the Service provider himself at his own level. The Service provider has to ensure payment of Minimum wages to each Worker as per Minimum Wages fixed / revised by the Ministry of Labour & Employment, Gol from time to time.
- 25. The performance of the firm shall be reviewed periodically and extension of tenure of contract shall be considered based on the outcome of the review. However, the Director, ICAR-CIFE reserves the right to reduce or terminate the period of contract or to extend the duration in the interest of the Institute, for any justifiable reasons and it is not mandatory to be communicated to the Tenderer.
- 26. Every personnel engaged at the Institute shall have to be provided with photoidentity cards at the arrangement and at the cost of Agency. The personnel may be instructed to wear the same in such a manner that their identity is visible.
- 27. The contractor/agency will furnish to ICAR-CIFE full particulars of the Personnel engaged, including details like Name, Father's name, age, Photograph, Permanent Address, Telephone number, unique code of each person for their identity, etc. and they will also ensure that verification of the antecedents of such personnel from their Ex-employer/Police and also ensure that they possess the requisite academic /technical qualifications and experience for rendering the successful bidder at this Institute have their AADHAR Card/ Voter ID Card and the Agency mandatorily submit an authenticated copy to the Institute.

- 28. ICAR-CIFE reserve the right to discontinue the service at any point of time if the services are found unsatisfactory and also has the right to award the contract to any other agency at the risk and cost of the current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by rising a separate claim.
- 29. The personnel provided shall be under the direct control and supervision of the Contractor/Agency. However, they shall comply with the oral and written instructions given on day to day basis, by the officer(s) authorized by ICAR-CIFE from time to time. They will be bound by office timings, duty, placement, locations etc as decided by ICAR-CIFE.
- 30. Any loss, theft or damage to the life and/or property of employee of ICAR-CIFE, and /or property of ICAR-CIFE shall be suitably compensated by the Contractor/Agency if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the employees of the Contractor/Agency.
- 31. The contractor shall keep a complaint Register with his/her representative, it shall be opened for verification by authorised officer or ICAR-CIFE for the purpose. All complaints should be immediately attended to by Agency.
- 32. The contractor shall not sublet the work without prior written permission of the ICAR-CIFE. For operational requirement, the Contractor should preferably have registered Office in Mumbai or at any of its regional centre city.
- 33. The contractor/Agency will pass on/deposit the amount with the workers and / or the respective EPF/ESI Authorities as quoted by them. The Contractor/Agency shall have claim only over the Service Charge quoted by it.
- 34. The monthly wages to be paid be paid to the contractual workers should be as per Minimum Wages prescribed by the Ministry of Labour & Employment, Govt. of India Orders issued from time to time.
- 35. Bids quoting "Nil" or negligible service charge, shall be treated as non-responsive and will be rejected.

36. LIQUIDATED DAMAGE CLAUSES:

- 1) Suitable penalty will be levied as liquidated damages, whenever and wherever it is found that the work performed by the Agency is not up to the mark in any Section on that particular day.
- 2) The Institute will keep a constant check on the quality of the services provided by the Contractor on daily basis. In case of the complaint for continued unsatisfactory services or delay in services provided or any violation to the terms of the contract is noticed, the Institute may impose financial penalty depending upon the gravity of the complaint and suitable deductions from the Contractors bill will be made and which will be final and binding on the contractor.

37. MODE OF PAYMENT

The payment of the Contractor will be made every month on production of bill along with the following documents. The payment will be made through ECS on every month.

- a) Bill in triplicate duly pre-receipted.
- b) Payment voucher duly signed by the Contractual workers.
- c) Separate Challan showing the total amount deposited to ESI & EPF authorities. The payment of whole organization of the contracting agency will not be accepted.
- d) ECR copies of ESI & EPF.
- e) Actual amount payable to the worker should be made after making mandatory deduction of ESI, EPF etc.
- f) Bills submitted by the Bidder for payment should have names of the workers deployed which can be subsequently cross checked with EPF Electronic Challan Cum Return.

38. TYPES OF JOB TO BE PERFORMED:

<u>Clerical, Typing, File Movement, Data entry, Lab attendant, Cleaning,</u> <u>Housekeeping, field farms, fish ponds, laboratory, sanitation & grass cutting etc.</u>

39. <u>GENERAL TERMS:</u>

- 1. Minute Details of the job to be performed will be assigned as per requirements of the Institute for that particular job in that particular Section/Division/Area/Campus.
- 2. The type of manpower (whether Unskilled, Semiskilled or Skilled) required to perform a particular job shall be decided by the Institute.
- 3. The consumable materials used for performing jobs like cleaning, sanitation, Grass cutting & pest control will be provided by the Institute.
- 4. The cleaning & sanitation work has to be carried out at such times/duration as determined by the Institute Authority, which will not exceed 08 (eight) hours per day. The workers may be deployed during and/or beyond Office hours. They may be engaged in different shift duties with flexible working hours as work requirement.
- 5. Persons with good health and clean record, preferably within the age group of 18-55 years should only be engaged.
- 6. The Institute shall pay to the Service Provider the charges quoted. Expenses like Bonus, Uniform etc., if to be paid, have to be borne by the service provider himself at his own level. The service provider has to ensure payment of Minimum Wages to each worker as per Minimum wages fixed/Revised by the Ministry of Labour & Employment, GOI from time to time.

JOINT SECRETARY & SR. REGISTRAR

SI. No.	DOCUMENTS REQUIRED FOR EVALUATION					
1	PDF copy of Firm's Name with full address of authorised office. The document					
	should also clearly indicate its registered Office/Branch.					
2	PDF copy of the Certificate of Registration of the Firm for Contract					
	Labour/Manpower Supply.					
3	PDF copy of valid GST Registration certificate issued by Competent Authority.					
4	PDF copy of valid EPF Registration					
5	PDF copy of valid ESI Registration					
6	PDF copy of valid Labour License under Contract Labour (R&A) 1970 Act, issued					
	by appropriate authority of Ministry of Labour, Govt. of India. Renewal					
	Certificate/documents must be uploaded establishing the validity of the said					
	Labour Licence as on the last date of bid submission					
7	PDF copy of experience certificates providing related services (providing skilled,					
	semi-skilled and unskilled services) for last 03 years in Govt of India/State					
	Govt/ICAR/other Govt. Organisations. The Firm should have undertaken at least					
	one single Manpower job contract in any Govt of India/State Govt/ICAR/other					
	Govt. Office, of value minimum Rs. 4.00 (Four) crore per annum during last three					
	financial years PDF copy of filled in form as per Annexure-VI.					
8	PDF copies of Annual Accounts for last three financial years (2019-2020, 2020-					
	21 & 2021-22) showing Annual turnover of minimum 10 (ten) crore, audited by					
	Chartered Accountant.					
9	PDF copy of undertaking on the letter head of the firm as per Annexure-III of the					
	Bid Documents					
10	Whether the Agency has registered office/branch in Mumbai or at any of its					
	Regional centres city (Provide documentary support)					

Technical Bids

This is to certify that I/We have carefully read the contents of the tender document and fully understood to all the terms and conditions therein and undertake myself/ourselves to abide the same.

Signature of the Bidder Name of the firm with seal

Note

All necessary certified documents in support of the details for SI.No.1-10 must be uploaded in Technical Bid otherwise Technical Bid will be rejected. Only essential and necessary valid documents are to be uploaded in the Technical Bid. Please avoid uploading extraneous and irrelevant documents which unnecessarily raises confusion and may result in disqualification of the Bid. Financial bid must NOT be mentioned in any document of Technical Bid; otherwise bid shall be considered as non-responsive.

Annexure-III

(Essential certificate given by the bidder as part of Technical Bid) ON THE LETTER-HEAD OF THE FIRM

To The Director, ICAR-Central Institute of Fisheries Education, Panch Marg, Off. Yari Road, Versova, Andheri (West), Mumbai 400 061

Sir,

I/We have read all the particulars regarding the general information and other terms and conditions of the contract for providing Skilled, Semi-skilled and Unskilled at ICAR-CIFE, Mumbai and agree to provide the services as detailed in the **Annexure-I**.

I/We hereby agree to the Terms and Conditions of the Contract as detailed in the tender document.

- 1. We undertake that the documents enclosed herewith are genuine and no material/facts have been concealed or suppressed.
- 2. We are not blacklisted by any Government organization in the field of providing highly skilled, skilled, semi-skilled & unskilled jobs.
- 3. We also understand that the contract is liable to be cancelled if found to be obtained through fraudulent means or by concealment of information/facts

This offer is made to be valid for acceptance by ICAR within 90 days from the date of opening of the technical bid.

(Signature of authorized representative of the firm)

Stamp/Seal of the firm

(GUIDELINES FOR PER JOB PER MONTH RATE FOR PROVIDING

SKILLED, SEMI-SKILLED/ UNSKILLED JOBS)

The Institute will abide by payment of Minimum Wages to the workers as fixed from time to time by Ministry of Labour /Govt. of India. The EPF/ESI etc. contribution shall have to be deducted and deposited with respective authority by the Service Provider.

Particulars Job for ICAR-CIFE Mumbai office and its Regional Centres	Rate per job per month – Minimum Wages, EPF, ESI & Service Charge		
Wages per skilled job per month	(to be quoted in BoQ only)		
Contribution for EPF (employer only) per Skilled Job per month	(to be quoted in BoQ only)		
Contribution for ESI per Skilled Job per month	(to be quoted in BoQ only)		
Wages per Semiskilled Job per month	(to be quoted in BoQ only)		
Contribution for EPF (employer only) per Semiskilled Job per month	(to be quoted in BoQ only)		
Contribution for ESI per Semiskilled Job per month	(to be quoted in BoQ only)		
Wages per Unskilled job per month	(to be quoted in BoQ only)		
Contribution for EPF (employer only) per Unskilled Job per month	(to be quoted in BoQ only)		
Contribution for ESI per Unskilled Job per month	(to be quoted in BoQ only)		
Service Charges per contractual worker per month	(to be quoted in BoQ only)		

While quoting rate, the Service Provider should include any/all other obligatory & prescribed charges/expenses norms under different Guidelines/Acts of the Govt. as in force. The Service Provider will keep the Principal employer indemnified from all matters. The Institute will have no liability to the Agency and/or its workers apart from the charges mentioned above.

Signature.....

Name & address of the Firm.....

Annexure-V

CHECK LIST UNDER TECHNICAL BID

SI. No.	Criteria for evaluation	Document submitted
1	PDF copy of Firm's Name with full address of authorized Office.	YES/NO
2	PDF copy of the Certificate of Registration of the Firm for providing Contract Labour/Manpower.	YES/NO
3	PDF copy of valid GST registration certificate issued by the Competent Authority	YES/NO
4	PDF copy of valid EPF registration	YES/NO
5	PDF copy of valid ESI registration	YES/NO
6	PDF copy of labour licence under Contact Labour (Regulation & Abolition) 1970	YES/NO
7	PDF copy of experience certificates providing related services (providing skilled, semi-skilled and unskilled services) for last 03 years in Govt of India/State Govt/ICAR/other Govt. Organisations. The Firm should have undertaken at least one single Manpower job contract in any Govt of India/State Govt/ICAR/other Govt. Office, of value minimum Rs. 4.00 (Four) crore per annum during last three financial years. PDF copy of filled in form as per Annexure-VI .	YES/NO
8	PDF copies of Annual Accounts for last three financial years (2019-2020, 2020-2021 & 2021-2022) showing Annual turnover of minimum 10 (Ten) crore, audited by Chartered Accountant.	YES/NO
9	PDF copy of undertaking on the letter head of the firm as per Annexure-III of the Bid Documents	YES/NO
10	Whether the Agency has registered office/branch in Mumbai/Kolkata	YES/NO

This is to certify that I/We have carefully read the contents of the tender document and fully understood to all the terms and conditions therein and undertake myself/ourselves to abide the same.

Signature of the Bidder Name of the firm with seal

CHECKLIST OF CREDENTIALS

PDF copy of experience certificate providing related services (**Providing Skilled**, **Semiskilled & Unskilled jobs**) for last 03 years in Govt of India/ State Govt/ICAR/other Govt Organisations. The Firm should have undertaken at least one single Manpower job contract in any Govt of India/State Govt/ICAR/other Govt. Office, of value minimum Rs. 4.00 (Four) crore per annum during last three financial years.

SI. No.	Name of the organization	Nature of work	Period		Numbers of workers	Whether copy of work order and experience certificate enclosed	Remarks
1	2	3	4		5	7	8
			From	То			

Place : Date : Signature

Name

Address