



केंद्रीय समुद्री मात्स्यिकी अनुसंधान संस्थान,
विशाखपट्टणम क्षेत्रीय केंद्र
**Visakhapatnam Regional Centre of
Central Marine Fisheries Research Institute**
(भारतीय कृषि अनुसंधान परिषद)
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F.No.1-4/2019- Vsp

Dated :22.10.2019

Job Work contract for Watch and Ward of Open sea floating cages (during night hours) at VRC of CMFRI, Visakhapatnam

Sub: Job Work contract for Watch and Ward of Open sea floating cages (during night hours) at VRC of CMFRI, Visakhapatnam . Invitation of E- Tender.

The Central Marine Fisheries Research Institute invites online open tender in single bid through e-tendering in prescribed tender forms, from specialized Firms/ Reputed Contractors with adequate experience and financial capability for the Job Work contract for **Watch and Ward of Open sea floating cages (during night hours) at VRC of CMFRI, Visakhapatnam.** The details of the Scope of the work, schedule of requirement and special terms and conditions of the contract are given in the enclosed Annexure.

1. Details of the Tender are given below:-

1	Tender Cost	Rs.250/- (Rupees Two Hundred and Fifty Only) in the Form of Demand Draft /BC in favour of ICAR UNIT CMFRI payable at Kochi
2	Tender Number	1-4/2019-Vsp
3	Publishing date on CPP Portal	<u>22nd October 2019 at 3 PM</u>
4	Bid document download start date	<u>22nd October 2019 at 4 PM</u>
5	Bid submission end date	12th November 2019 at 1.00PM
6	Date, Time and Venue of Opening of Bid	13th November 2019 at 2.30 PM at CMFRI, Vsp
7	Description of work	Job Work contract for Watch and Ward of Open sea floating cages (during night hours) at VRC of CMFRI.
8	Type of Tender	Single Bid System
9	Bid Validity	90 days from the date of Bid opening
10	EMD	Rs. 18000-00 in the Form of Demand Draft /BC in favour of ICAR UNIT CMFRI payable at Kochi
11	Security Deposit	5% of the total contract value
12	Validity of SD/PB	60 days after expiry of the contract
13	Contract duration	12 months from the date of awarding contract with the provision for termination with 60 days notice. The contract may be extended for further one year on the same rates, terms & conditions subject to satisfactory performance.
14	Submission of Bids	Online Bid uploaded on CPP Portal www.eprocure.gov.in from 22nd October to 12th November 2019. EMD must be deposited in off line to the Scientist-in-Charge, VRC of CMFRI, Visakhapatnam before the closing date and time positively.

2. Scope of the proposed work and other requirements connected to the contract, including the formats of the bids, terms and conditions of the contract etc. are enclosed to this Tender Invitation, as per the following details:-

1.	Schedule of work	Annexure I
2.	Instruction to Bidders	Annexure II
3.	Terms and Conditions of the Contract	Annexure III
4.	Documents to be uploaded in CPP Portal	Annexure IV
5.	Essentiality Certificate by Bidder	Annexure V
6.	Financial Bid (BOQ)	Annexure VI

3. The entire tender document including Financial Bid in Annexure VI, are to be uploaded on CPP Portal (www.e.procure.gov.in/eprocure/app). Original EMD and Tender cost must be deposited to the Scientist-in-Charge, VRC of CMFRI, Visakhapatnam before the last date of submission of tenders on CPP Portal. Special instruction to the contractors/Bidders for the e-submission of the bids online through this e-procurement Portal is enclosed with the tender Document.
4. For any clarification/Amendment etc. with reference to above will be intimated by corrigendum through website at <http://eprocure.gov.in/eprocure/app> and also in our website www.cmfri.org.in. Therefore bidder is advised to visit website regularly for further information. Individual items should be applied separately.



Scientist-in-Charge
CMFRI, Visakhapatnam.

Schedule of Work

Open sea floating cages during night hours - 1 point (Round the clock) 3 guards

Work to be undertaken by the Security guards at VRC of CMFRI, Visakhapatnam

1. The guard should be healthy, desirable physique and proper experience and may be shuffled from time to time.
2. The guard should be able to communicate in Hindi and also in English if possible.
3. The guard should perform one shift per day, double duties are not allowed.
4. The guard should not develop social relationship with ICAR staff.
5. The guard should be provided with uniforms, whistle, torch lathi etc.
6. The guard should wear neat uniform while on duty along with identify cards.
7. They should not leave the point unless and until the reliever comes for shift duties.
8. They should not give lenient or casual impressions in the duties and they should be alert and attentive.
9. The security personnel should follow strict attendance and alternative arrangements are to be made by the agency whenever any Security Supervisor/Security guards going on leave under intimation to this office.
10. Changing of Security Supervisor /Security Guards should be intimated to the caretaker.



Scientist-in-Charge
CMFRI, Visakhapatnam.

Work contract of Watch and Ward duty at Open sea floating cages (during night hours) at VRC of CMFRI, Visakhapatnam .

The tender is in Single Bid System. These bids duly filled will be submitted only online. No offline bids will be accepted by the CMFRI. The bid must contain the scanned copy of EMD/Tender Cost and all other requisite documents called for in the tender. Bids are to be uploaded on CPP Portal (www.eprocure.gov.in/eprocure/app). **Original EMD/Tender Cost must be deposited in off line with the Scientist-in-Charge, VRC of CMFRI, Visakhapatnam.** Special instruction to the bidders for the e-submission of the bids online through this e-procurement Portal are enclosed with the tender document.

1. Tenders are required to be submitted online with scanned copy of Earnest Money deposit (EMD) amounting to **Rs. 180000/-** and tender cost amounting to **Rs. 250/-** . **The Original EMD/Tender Cost must be deposited in off line with the Scientist-in-Charge, VRC of CMFRI, Visakhapatnam well before closing the date & time for submission of bids, in the form of a demand Draft drawn in favour of ICAR UNIT CMFRI payable at Kochi from any of the scheduled commercial Bank,** failing which the bid is liable to be rejected. No conditional bid will be accepted. The EMD will be refunded to the unsuccessful bidders as soon as practicable after a decision has been taken on the Tender and to the successful bidders after furnishing the required security deposit for the contract.
2. The tender must be in the prescribed format only and shall be accompanied with all other necessary documents. The firm shall also provide details of the wages/salaries payable to their work force. The consolidated monthly amount to be charged has to be indicated in India Rupees both in words and figures in the prescribed proforma of Bill of Quantity (BOQ) and there shall be no correction or overtyping etc. The offers with any corrections/deviation in prices either in words/figures shall be summarily ignored. The conditional offer (S) shall, in no case, be accepted.
3. The work shall normally be awarded to a single firm whose consolidated bid value is lowest meeting all scopes of work and fulfilling all the term and conditions of the tender. The CMFRI reserves the right to reject all or any of the quotations, and decision Director, CMFRI in the matter shall be final/binding. The quotations lower than the existing statutory minimum wages as per Central Govt. rate or State Govt. rate whichever is higher for the corresponding categories shall be summarily rejected.
4. The successful bidder shall have to deposit 5% of the total bid amount (quoted for full period) as performance security and within the time frame indicated by the CMFRI.
5. Payment of wages/salary of the workers would be made by the firm directly into the Bank Account of the worker through NEFT only.

6. For any help for submission of online bids, bidders may visit “help for contractor” tab on the website www.eprocure.gov.in.
7. No interest on Security Deposit and Earnest Money deposits shall be paid by the CMFRI to the tenderer.
8. The firm is being permitted to give tenders in consideration of the stipulations on the his part that after submitting his tenders, he will not resile from his offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the forgoing stipulation the aforesaid amount of EMD will be forfeited by the Institute. 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.
9. The performance Security shall be valid till all contractual obligations are fulfilled by the firm. The same shall stand forfeited in case of cancellation of the contract for any breach of contract or for any deficiency in the performance noticed during the currency of the contract.
10. The tenderer are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tenders is not fully filled in . Individual signing the tenders 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 of power of attorney or (iii) constituted attorney of the firm if it is a company.
11. In case of Partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the Partnership, the tenders and all other related documents must be signed by every partner of the Firm. A person signing the tenders 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 person so signing had no authority to do so, the Institute 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 schedules to the tenderer and annexure, if any, signed by the tenderer.
12. Acceptance by the CMFRI will be communicated by fax/Telegram, letter or any other form of communication, Formal letter of the acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instruction in the FAX/Telegram/Letter etc. should be acted upon immediately.



Scientist-in-Charge
CMFRI, Visakhapatnam.

TERMS AND CONDITIONS OF THE CONTRACT

1. The contract shall normally be awarded for a period of one year from the date of award or any shorter period that may be decided by the CMFRI. In case any shortcomings or deficiencies are noticed during the currency of contract period or any other contractual dispute, the contract can be terminated giving by a fortnights' notice. The decision of Director, CMFRI in this regard shall be final/ binding. The contract may be extended for another one year on the subject to satisfactory performance of the firm on same rate, terms and condition.
2. If the contract is terminated on the grounds of glaring shortcomings or deficiencies during the currency of its tenure including extended tenure, if any, the CMFRI shall have all rights to make suitable alternative arrangements for a period of 45 days from the date of such termination or till a new tender is finalized whichever is earlier and the difference in cost, if any, will be borne by the agency/contractor.
3. The service charges/rates quoted by the Agency shall be fixed for the period of the contract and no request for any change/modification shall be entertained before expiry of the period of the contract unless the same is warranted for enforcing statutory instructions like revised minimum wages issued by the appropriate Government under Minimum Wages Act, 1948.
4. The CMFRI shall have no liability, financial or otherwise, for any harm/damage/injury caused to the manpower/machinery deployed by the firm in the course of performing work of this CMFRI. Neither the firm nor its workers shall have any claim on the CMFRI for compensation or financial assistance on this account. The firm shall be responsible for payment of wages, EPF & ESI and liabilities under Employees Compensation Act etc. directly to all workers account maintained by EPF & ESI as per prevailing Acts/orders as applicable. If any dispute arises between the firm and its manpower in the matter of wages or any service conditions the same will be settled amongst the agency and the workers engaged by it themselves. CMFRI in no case shall be a party to such a dispute. It shall be the responsibility of the firm to comply with the provisions of all Acts and Governments instructions. If any statutory provision of any statute is violated in general concerning the force employed and in regard to Welfare of the personnel engaged for the work on particulars, then the performance security will be confiscated and firm will be blacklisted.
5. The personnel deployed by the Agency should not have any police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying.
6. That no right, much less a legal right shall vest in the contractor workers to claim/have employment or otherwise seek absorption in the CMFRI nor the contractor workers shall have any right whatsoever to claim the benefits and /or emoluments that may be permissible to paid the employees of the CMFRI. The worker will remain the employees of the Agency/contractors and will be the solely responsibility of the Agency. Therefore, there is no Master and servant relationship between the employees of the service provider and the CMFRI and further that the said personnel of the service provider shall not claim for any employment or absorption in the CMFRI by virtue of their engagement for this work.
7. The service provider's personnel's shall not claim any benefit/ compensation/ regularization/ absorption of services form the CMFRI under the provision of Industrial

Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 etc. Undertaking from the persons to this effect shall be required to be submitted by the service provider to CMFRI.

8. The Service provider's personnel shall not divulge or disclose to any person any details of office, operation process, technical know-how, security arrangements administrative and organizational matters as all of these are confidential in nature. The contractor shall ensure that none of the employees of the Agency/Contractor shall enter into any kind of private work at the Different Rooms of the CMFRI.
9. All Guards should be Ex-Servicemen and they should possess desirable physique and proper experience (below 50 years) and subject to be shuffled from time to time.
10. The Guard should be able to communicate in Hindi and also in English if possible.
11. The Guards should perform one shift per day (8 hours duty), double duties/overtime are not allowed.
12. The Guard should be in proper & neat uniform while on duty along with Identity Card. At no time the Guard should be seen in loose cloth/civil dress.
13. They should not leave the duty point unless and until the reliever comes for shift duties.
14. The Security staff should follow the codal formalities of Security system while on duty.
15. The Service Provider shall replace immediately any of its personnel, if not unacceptable to the CMFRI because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving a written notice from any staff of the CMFRI.
16. The Service provider shall ensure proper conduct of its personnel and enforce prohibition of consumption of alcoholic drinks/drugs, chewing of pan/Gutka, smoking, using speakers for listening to music and loitering without any work.
17. The damage caused, if any, to CMFRI property through the acts of the firm and/or by its workers shall be made good by the agency and decision of the CMFRI in this regard shall be final/binding. In case of any dereliction of duty, gross neglect and unintended damage caused by contractor or its staff or otherwise any harm done to the CMFRI, its properties its designated officials or other employees, the contractor shall be liable to make good the loss or pay compensation, refund expenditure legal/judicial proceedings as well as pay penalty with the Director, CMFRI may deem, fit.
18. The Firm shall be responsible for making timely payment of due wages to the workers employed depositing of EPF with EPF through ECR and ESI contribution. A copy of ESI Challan and ECR indicating name of the workers with their EPF contribution will be submitted by the firm to the CMFRI as proof. If any complaint is received with regard to these matters, the action will be taken against the firm and concerned authorities will be asked to take legal action against the Firm. CMFRI will not at all be liable.
19. The service provider/contractor should provide suitable replacement in case of absence of personnel.

20. The Contractor shall keep himself fully informed of all acts and laws of the Central and State Government, all orders, decrees of statutory bodies, tribunal having jurisdiction or authority, which in any manner may affect their engaged or employed staff and anything related to carry out the work. All the rules & regulations and bye laws laid down by the local bodies and any other statutory bodies shall be adhered to, by the contractor, during the execution of work.
21. The contractor shall be responsible for all injury and accident to persons employed by him while on duty. It is Desirable that all employees are covered under an insurance cover and as per various acts and laws governing the same.
22. In the event of any loss being occasioned to the CMFRI on account of the negligence of the Duty by the Agency/Contractor's employees, the Agency/Contractor shall make good the loss sustained to the CMFRI either by replacement or on payment by adequate compensation.
23. The Agency/Contractor shall not appoint sub-Contractor to carry out any obligation under the Contract and under such case agreement will be declared as void and such act of contractor will be taken as breach of Contract and resultantly his Security Deposit shall be forfeited and contract shall be terminated.
24. The Director, CMFRI reserves the right to reduce or terminate the period of contract and to extend its duration in the interest of the CMFRI for any justifiable reasons.
25. Minimum wages shall be paid to the workers by the agency/Contractor at the rate fixed by the State Govt./Central Labour Commissioner from time to time and as per the minimum wages Act. The contractor shall also pay all such benefits to its employees as envisaged under various acts and laws like ESIC Act, EPF & MP Act. Payment of Bonus Act, Taxes etc. The Contractor shall also ensure compliance of all laws and/or to be made applicable and ICAR shall not be liable for the same and the contractor will indemnify CMFRI in all respects. The Contractor would sign an undertaking as per proforma every month for compliance of the provisions of Contract labour Act, Rule and other Law applicable along with the monthly bill.
26. The Agency/Contractor shall abide by all laws of the Land including Labour Laws, Company act, tax deduction liabilities, Welfare measures of its employees and all other obligations that enjoy in such cases and other not essentially enumerated and defined therein. Though any such onus shall be exclusive responsibility of the Contractor, and it shall not involve the CMFRI in any way whatsoever.
27. The CMFRI reserves the right to ask and requires the contractor to remove any person deployed by him without assigning any reasons/notice.
28. The Agency/Contractor shall be responsible for the good conduct and behaviour of its employees. If any employee of the Agency/Contractor is found misbehaving with the CMFRI staff or other staff of Agencies working in CMFRI, the Agency/Contractor shall immediately withdraw such employees forthwith at their own risk and responsibility.
29. The Contractor shall in no case pay his employees less than the minimum mandatory rates per day/months as announced by the State Govt. of Central Labour Commissioner from time to time. The payment should be made directly in to the Bank Account of the worker through NEFT and copy of statement of NEFT should be enclosed with the monthly bill.
30. Successful Tenderer will have to enter a detailed contract agreement with ICAR on non-judicial stamp paper of Rs.500/- (Rupees five hundred only).

31. The tendering agency shall also liable for depositing any taxes, levies, cess etc. on account of service rendered by it to the Central Marine Fisheries Research Institute to the statutory authorities concerned from time to time.
32. Tax at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, as amended from time to time and a certificate to this effect will be provided to the agency.
33. In case, the Service Provider / Agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the Institute is put to any loss/obligation, monetary or otherwise, the Institute will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
34. Service tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by the contractor. The Institute will not entertain any claim whatsoever in this respect.
35. Director, CMFRI reserves the right to reduce or increase number of workers during the contract period
36. The duration of the contract shall be initially for one year and extendable upto another one year on same rate, terms and conditions if the performance of agency is found satisfactory. The contract can be terminate even earlier by giving two months prior notice by either party in writing an account of any of the following reasons-
 - i) On account of unsatisfactory performance.
 - ii) Breach of Contract clauses (s).
 - iii) Persistently neglecting to carry out his obligations under the Contract.
37. The Director, CMFRI has the right to debar the agency and forfeit the performance Security for a suitable period in case, he fails to honour the contract without sufficient ground.

LIQUIDATED DAMAGES CLAUSE:

1. An amount equivalent to two days of contract amount subject to a minimum of Rs. 500/- will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the firm by CMFRI and if no action is taken within **one hour** liquidated damages clause will be invoked.
2. Any misconduct/misbehaviour on the part of the manpower deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately. The Director, Institute reserves the right to reject any or all Tenders in whole or in part without assigning any reasons therefore. The decision of Director, Institute shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.



Scientist-in-Charge
CMFRI, Visakhapatnam.

Technical BID

S. No.	Description	Details to be given by the Bidder
1.	Firm's Name and Full Postal Address of Authorised Office	Scanned copy must be uploaded in Technical Bid. Failing which bid will be disqualified.
2.	Name of the representative of the Firm and his telephone /Mobile No. who acts as a bidder.	Scanned copy must be uploaded in Technical Bid. Failing which bid will be disqualified.
3.	Date of Firm's Registration with details.	Scanned copy must be uploaded in Technical Bid. Failing which bid will be disqualified.
4.	Firm's details (Corporate Body, Company, Proprietorship, Partnership ect.)	Scanned copy must be uploaded in Technical Bid. Failing which bid will be disqualified.
5.	Goods and Service Tax Number issued by the Competent Authority	Scanned copy must be uploaded in Technical Bid. Failing which bid will be disqualified.
6.	EPF Registration Certificate	Scanned copy must be uploaded in Technical Bid. Failing which bid will be disqualified.
7.	ESI Registration Certificate	Scanned copy must be uploaded in Technical Bid. Failing which bid will be disqualified.
8.	PAN Number	Scanned copy must be uploaded in Technical Bid. Failing which bid will be disqualified.
9.	Valid labour License	Scanned copy must be uploaded in Technical Bid. Failing which bid will be disqualified.
10	Private Security Agency License	Scanned copy must be uploaded in Technical Bid. Failing which bid will be disqualified.
11.	Experience Details	Scanned copy must be uploaded in Technical Bid. Failing which bid will be disqualified.
12.	EMD Details	Scanned copy must be uploaded in Technical Bid. Failing which bid will be disqualified.
13.	Tender cost Detail	Scanned copy must be uploaded in Technical Bid. Failing which bid will be disqualified.
14.	Financial Status i.e Annual Turn over Details.	Scanned copy must be uploaded in Technical Bid. Failing which bid will be disqualified.
15.	Essential Certificate by the bidder (Prescribed proforma as per Annexure)	Scanned copy must be uploaded in Technical Bid. Failing which bid will be disqualified.

NOTE:

ALL NECESSARY CERTIFIED DOCUMENTS IN SUPPORT OF THE DETAILS FOR SL.NO.1 TO 15 MUST ACCOMPANY THAT TECHNICAL BID. THE BID IS LIABLE TO BE REJECTED IN CASE DOCUMENTS ARE NOT UPLOADED IN THE TECHNICAL BID ON CPP PORTAL/DOCUMENTS ARE IN COMPLETE IN CASE ANY CERTIFICATION/REGISTRATION HAS ALREADY EXPIRED BUT IS YET TO BE RENEWED. ONLY ESSENTIAL AND NECESSARY VALID DOCUMENTS ARE TO BE UPLOADED IN THE TECHNICAL BID. PLEASE AVOID UPLOADING OF EXTRANEIOUS AND IRRELEVANT DOCUMENTS WHICH UNNECESSARY CAUSES CONFUSION WHICH MAY RESULTS IN DISQUALIFICATION OF THE BID IN SHEER CONFUSION.

Annexure -V

(Essential certificate given by the bidder as a part of Technical Bid)

To

The Director,
CMFRI, Kochi – 18.

It is confirmed that I/We have fully understood the scope of work and all other requirements for the Work contract of Watch and Ward duty at Open sea floating cages_(during night hours) at VRC of CMFRI, Visakhapatnam. For detail understanding the scope of work.

1. I/We hereby agree to the terms and conditions of the contract as detailed in the tender document.
2. We undertake that the documents enclosed herewith are genuine and no material/facts have been concealed or suppressed.
3. We are not blacklisted by any Government organization.
4. 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 CMFRI within 90 days from the date of opening of the Bid.

Date:

Signature & seal of the Tenderer

Stamp/Seal of the Firm