



भारतीय कृषि अनुसंधान परिषद
Indian Council of Agricultural Research
केन्द्रीय समुद्री मात्स्यिकी अनुसंधान संस्थान
Central Marine Fisheries Research Institute



(कृषि अनुसंधान एवं शिक्षा विभाग, कृषि एवं किसान कल्याण मंत्रालय, भारत सरकार)
(Department of Agricultural Research and Education, Ministry of Agriculture and Farmers' Welfare, Govt. of India)
पोस्ट बॉक्स सं. 1603, एरणाकुलम नोर्थ पी.ओ., कोच्ची - 682 018, केरल, भारत
Post Box No. 1603, Ernakulam North P.O., Kochi - 682 018, Kerala, India
Phone: 91 484 2394867/2391407, Fax: 91 484 2394909/2396685, Email: director.cmfri@icar.gov.in, Web: www.cmfri.org.in

CMFRI Platinum Jubilee - Celebrating 70 years of Excellence in Research

F.No.8-3/2021- Cdn

Dated: 24.06.2026

Sub: Work contract for maintenance of Garden, Park, Play Ground at CMFRI Headquarters, CMFRI Residential Campus, Thevara and Narakkal Campus - invitation of e - Tender.

The Central Marine Fisheries Research Institute invites online open tender in Two bid system through e-tendering in prescribed tender forms, from specialized Firms/ Reputed Contractors with adequate experience in maintenance of garden and financial capability for the Job Work contract of maintenance of Garden, Park, Play Ground at CMFRI Headquarters, CMFRI Residential Campus, Thevara and Narakkal Campus. The details of the Scope of the work, schedule of requirement and special terms and conditions of the contract are given in the enclosed Annexures.

I. Details of the Tender are given below:- Tender ID: 2026_DARE_914552_1

1.	Tender Number	8-3/2021-Cdn
2.	Publishing date on CPP Portal	24.06.2026
3.	Bid document download start date	24.06.2026
4.	Bid submission end date	14.07.2026
5.	Date, Time of Opening of Bid	15.07.2026
6.	Description of wok	Maintenance of Garden, Park, Play Ground etc. at CMFRI Headquarters, CMFRI Residential Campus, Thevara and Narakkal Campus
7.	Type of Tender	Two Bid System
8.	Venue of Opening of Bid	ICAR-CMFRI Hqrs., Kochi.
9.	Bid Validity	90 days from the date of Bid opening
10.	Security Deposit	5% of the total contract value
11.	Validity of SD/PB	60 days after expiry of the contract
12.	EMD	3% of the total contract value
13.	Contract duration	24 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.....

II. 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.	Integrity Pact	Annexure VI
7.	Draft Agreement	Annexure VII
8.	Financial Bid (BOQ)	Annexure VIII

- III. The entire tender document including Financial Bid in Annexure VIII, are to be uploaded on CPP Portal (www.e.procure.gov.in/eprocure/app).
- IV. 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

Sd/-
Assistant Administrative Officer (Cdn.)
CMFRI, Kochi.

Schedule of work

Work contract of maintenance of Garden, Park, Play Ground at CMFRI Headquarters, CMFRI Residential Campus, Thevara and Narakkal Campus

CMFRI Headquarters.

1. Day to day maintenance and upkeep of the garden at the CMFRI Headquarters premises including lawn in the campus (removing the weeds, applying the fertilizers, pesticides etc.)
2. Flowerpots (approximately 750 nos.), cleaning, applying the fertilizer, pesticides etc.
3. Replanting of the flowerpots as per the instruction of the authorized person.
4. Removing the waste accumulations daily, removing of wild grass etc. so as to maintain the Lawn area neat and tidy at all time.
5. Trimming the lawn once in two month (Approximate 22,300 sq.ft).
6. Border plants in the campus periodical cutting (every month), levelling and applying fertilizers, pesticides etc.

CMFRI Residential Campus

7. Removal of grass / unwanted bushes & plants from the Residential Complex (Approximate 3.5acre) and destroying the same by burning (every month) in all respect under the supervision of the Campus-in-charge / Caretaker, CMFRI Residential Complex.
8. Maintenance of garden at CMFRI Residential campus quarter including lawn (2000 Sq.ft.) (Removing the weeds, applying the fertilizers & pesticides and trimming the lawn.
9. Plucking of coconut from the coconut trees (50Nos.) available at CMFRI Residential Campus (once in two months) *

CMFRI Narakkal Campus*

10. Removal of grass / unwanted bushes & plants from the CMFRI Narakkal Campus (Approximate 4.5 acre) and destroying the same by burning once in two months in all respect under the supervision of the In-charge, CMFRI Narakkal Campus.
11. Plucking of coconut from the coconut trees (60 Nos.) available at CMFRI Narakkal Campus once in two months.

The Service providers should provide the necessary tools and standard quality fertilizer, pesticides, implements, machines, petrol and oil etc. for maintenance of gardening work. This office will be providing facility for water.

Any other work related to maintenance of the garden and campus cleaning, as and when directed by the Authorized person in the institute.

Sd/-
Assistant Administrative Officer(Cdn)
CMFRI, Kochi – 18.

Instruction to Bidders for the Job Work contract of maintenance of Garden, Park, Play Ground at CMFRI Headquarters, CMFRI Residential Campus, Thevara and Narakkal Campus

1. The tender is in Two Bid System. **These bids duly filled and will be submitted only online. No offline bids will be accepted by the CMFRI.** The bid must contain the scanned copy of EMD remitted and all other requisite documents called for in the tender. Bids are to be uploaded on CPP Portal only. (www.eprocure.gov.in/eprocure/app).
2. Tenders are required to be submitted online with scanned copy of Earnest Money deposit (EMD) amounting to **Rs. 48,000/-**. **The Original EMD must be deposited in offline with the Assistant Administrative Officer, Coordination Section, Room No.513, CMFRI, Kochi 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.
3. The Agency is advised to do a complete survey on its own of all the area / activities of the institute before quoting its service charge. While quoting service charge the agency must keep in mind the overhead cost involved in submission of monthly wage bill, remittance of EPF, ESI and Statutory Tax to the concerned Department.
4. **The contracting agency should have office functioning at Kerala.** Contracting Agencies within the state will be preferred considering the convenience of labourers for easy contact with the agency regularly, communicate in their own mother tongue and resolving their employment related problems which arise during the contract period.
5. 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 Indian 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.
6. 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 successful bidder shall have to deposit 5% of the total bid amount (quoted for full period) as performance security in the form of Demand Draft/Fixed Deposit Receipt/Bankers Cheque and within the time frame indicated by the CMFRI.

7. Monthly wages to be paid to the contractual manpower will be as specified in Annexure – VI of the tender document which will be reimbursed to the contractor on submission of the invoice. **The tendering agency shall be responsible for compliance of all statutory provisions relating to minimum wages, EPF & ESI in respect of personnel deployed by it to this office. Any statutory increase in wages etc. is to be absorbed by the service provider and escalation clause towards payments to the engaged manpower shall not be accepted on any ground during the period of the contract is in force.**
8. Payment of wages/salary of the workers would be made by the firm directly into the Bank Account of the worker through NEFT only.
9. No interest on Security Deposit and Earnest Money deposits shall be paid by the CMFRI to the tenderer.
10. The firm is permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resale from his offer or modify the terms and conditions thereof. If the tenderer fails 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.
11. 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.
12. The tenderer 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 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.
13. 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 the 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.
14. 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.

15. For any help for submission of online bids, bidders may visit "help for contractor" tab on the website www.eprocure.gov.in.

Sd/-
Assistant Administrative Officer (Cdn)
CMFRI, Kochi

TERMS AND CONDITIONS OF THE CONTRACT

1. The contract shall normally be awarded for a period of two 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.
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. The persons posted to work should attend the work between 7.30 AM to 4.30 PM with one hour lunch break in the afternoon on all working days. In emergent situation, they should also work on holidays.
7. The person deployed shall be required to report for work at 7.30 AM to Departmental Canteen of CMFRI daily and should not leave before 4.30 PM. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one-day wage shall be deducted.
8. The persons deployed for the work should be issued with proper uniform and I.D. card by the Service Provider for easy identification.

9. The Service providers should provide the necessary tools and standard quality fertilizer, pesticides, implements, machines, petrol and oil etc. for maintenance of gardening work. This office will provide water facility.

10. 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 be paid the employees of the CMFRI. The worker will remain as the employees of the Agency/contractors and will be the sole 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.
11. The service provider's personnels 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.
12. 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.
13. The Service Provider shall replace immediately any of its personnel, if not acceptable 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.
14. The Service provider shall ensure proper conduct of its personnel in office premises, 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.
15. 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.
16. 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, 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.

17. 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.
- 18. 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.**
19. In the event of any loss being occasioned to the CMFRI on account of the negligence of the Duty by the Agency/Contactor's employees, the Agency/Contractor shall make good the loss sustained to the CMFRI either by replacement or on payment by adequate compensation.
20. 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.
21. 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.
22. The service provider/contractor should provide suitable replacement in case of absence of personnel.
- 23. 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. Under no circumstances, the Principal Employer-CMFRI shall be made liable or additional monetary involvement than what has been approved at the time of award of contract.**
24. 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.
25. The CMFRI reserves the right to ask and requires the contractor to remove any person deployed by him without assigning any reasons/notice.

26. 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.
27. The Contractor shall in no case pay his employees less than the minimum mandatory rates per day/months as announced by the State Govt. or 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.
28. Successful Tenderer will have to enter a detailed contract agreement with ICAR on non-judicial stamp paper of Rs.500/- (Rupees five hundred only). **(Draft Agreement is enclosed as Annexure- VII).**
29. 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.
30. 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.
31. 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.
32. Good & 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.
33. In case of breach of any terms and conditions attached to this contract, the Security Deposit of the contracting agency will be liable to be forfeited by the ICAR-CMFRI besides annulment of the contract.
34. The terms and conditions stipulated in the tender documents and enclosed herewith, shall be part of agreement.
35. The duration of the contract shall be initially for two years and extendable up to maximum one year on same rate, terms and conditions if the performance of agency is found satisfactory. The contract can be terminated 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.

36. 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.

Sd/-
Assistant Administrative Officer(Cdn)
CMFRI, Kochi.

Documents to be uploaded in CPP Portal

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. 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. Failing which bid will be disqualified.
3.	Date of Firm's Registration with details.	Scanned copy must be uploaded. Failing which bid will be disqualified.
4.	Firm's details (Corporate Body, Company, Proprietorship, Partnership ect.)	Scanned copy must be uploaded. Failing which bid will be disqualified.
5.	GST Registration Certificate issued by the Competent Authority	Scanned copy must be uploaded. Failing which bid will be disqualified.
6.	EPF Registration Certificate	Scanned copy must be uploaded. Failing which bid will be disqualified.
7.	ESI Registration Certificate	Scanned copy must be uploaded. Failing which bid will be disqualified.
8.	PAN Number	Scanned copy must be uploaded. Failing which bid will be disqualified.
9.	Valid labour License	Scanned copy must be uploaded. Failing which bid will be disqualified.
10.	Experience Details	Scanned copy must be uploaded. Failing which bid will be disqualified.
11.	EMD Details	Scanned copy must be uploaded. Failing which bid will be disqualified.
12.	Financial Status i.e Annual Turn over Details.	Scanned copy must be uploaded. Failing which bid will be disqualified.
13.	Essential Certificate by the bidder (Prescribed proforma as per Annexure V)	Scanned copy must be uploaded. Failing which bid will be disqualified.
14.	Integrity Pact Certificate by the bidder (Prescribed proforma as per Annexure -VI)	Scanned copy of duly certified/signed Integrity Pact must be uploaded. Failing which bid will be disqualified.
15.	BOQ in word- Annexure- VII	Scanned copy of BOQ must be uploaded. Failing which bid will be disqualified.
16.	Copy of Agreement- Annexure- VIII	For information only

NOTE:

ALL NECESSARY CERTIFIED DOCUMENTS IN SUPPORT OF THE DETAILS FOR SL.NO.1 TO 16 MUST ACCOMPANY THE BID. THE BID IS LIABLE TO BE REJECTED IN CASE DOCUMENTS ARE NOT UPLOADED 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 maintenance of Farmers Rest Room at CMFRI Headquarters, Kochi. 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. I/We undertake that the documents enclosed herewith are genuine and no material/facts have been concealed or suppressed.
3. I/We are not blacklisted by any Government organization.
4. I/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

Integrity Pact Certificate should be given by the bidder as a part of Technical Bid

The integrity Pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit to such a pact with the buyer, would be considered competent to participate in the bidding process.

The essential ingredients of the Pact include:

- i) Promise on the part of Procuring Entity to treat all the bidders with equity and reason and not to seek or accept any benefit, which is legally available.
- ii) Promise on the part of bidders not to offer any benefit to the employees of the Procuring Entity not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860.
- iii) Promise on the part of bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc.
- iv) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary; vii) Bidders to disclose any past transgressions committed over the specified period with any other company in India or Abroad that may impinge on the anti corruption principle;
- v) Integrity Pact lays down the punitive actions for any violation.
- vi) Integrity Pact (IP) would be implemented through a panel of Independent External Monitors (IEMs) : Shall be appointed by the organization in consultation with Central Vigilance Commission. Names and contact details of the Independent External Monitor(s) should be listed in Notice Inviting Tender (NIT). The IEM would review independently and objectively, whether and to what extent parties have complied with their obligations under the Pact. Government of India organizations and Public Sector Undertakings desirous of implementing Integrity Pact are required to select at most three persons (below the age of 70 (seventy) years) of high integrity and reputation as Independent External Monitors (IEM) after due diligence and forward to the CVC for its approval. Only those officers of Government of India Departments or Public Sector Undertakings, who have retired from top management positions, would be considered for appointment as IEM, provided they are neither serving or retired from the same organization. Eminent persons, retired judges of High/Supreme Courts, executives of private sector of considerable eminence could also be considered for functioning as Independent External Monitors. The appointment of Independent External Monitors would be for an initial period of three years and could be extended for another term of two years (maximum tenure of five years). Names and contact details of the Independent External Monitor(s) should be listed in Notice Inviting Tender (NIT).
- vii) In tenders meeting the criteria of threshold value/nature of procurement: Integrity Pact clause and format should be included in the Bid Documents. Each page of such Integrity pact proforma would be duly signed by Purchaser's competent signatory. All pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.

- viii) Role/Functions of IEMs: The Monitors would not be subject to instructions by the representatives of the parties and should perform their functions neutrally and independently. They would review independently and objectively, whether and to what extent parties have complied with their obligations under the Integrity Pact. For this purpose, they would have access to all contract documents/books of accounts of the bidders in case of any allegation of violation of any provisions of the Integrity Pact or payment of commission, whenever required. The IEMs will have the option to participate in such meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. Ideally all IEMs of an organization should meet once every two months to take stock of ongoing tendering process. The IEMs would examine all complaints received by them and give their recommendations/views to the designated officer of the Procuring Entity, at the earliest. The Monitors would also inform the Procuring Entity, if they notice or have reason to believe, a violation of the Integrity Pact. They may also send their report directly to the Central Vigilance Commission, in case of suspicion of serious irregularities requiring legal/administrative action. At least one IEM would be invariably cited in the NIT. However for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs, who would look into the records, conduct an investigation, and submit their joint recommendations. The recommendations of IEMs would be in the nature of advice and would not be legally binding. IEMs may not be equated with consultants in the Procuring Entity. Their role is independent in nature and the advice once tendered would not be subject to review. The role of the Chief Vigilance Officer (CVO) of Procuring Entity shall remain unaffected by the presence of IEMs. A matter being examined by the IEMs can be separately investigated by the CVO, if a complaint is received by him or directed to him by the CVC.

Date:

Signature & Seal of the Tenderer/Firm

DRAFT AGREEMENT

This agreement is made at (Place) on(month).....(year) Day of between Central Marine Fisheries Research Institute (hereinafter called Institute) through Head of Office (designation of the Competent Authority in the **Institute**)..... Which term shall include its successors, assignees etc. on the first part and (name and address of the firm)....., hereinafter called the **Firm**) which term shall include its authorized representatives, successor, assignees etc. on the other part.

Whereas the Central Marine Fisheries Research Institute has decided to assign the annual work contract for(nature of work)..... at Central Marine Fisheries Research Institute,(location) @ Rs.....per month for persons to the firm on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

1. This agreement shall come into force w.e.f(date) and will remain in force for a period of one year but can be terminated by the Institute by giving one calendar months notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed, on mutually agreed terms.
2. The firm shall be responsible for annual job work contract for providing(nature of work / Job) at(location)
3. The firm will provide full particulars of every worker deployed by it for providing the services and gate security purposes and get their character and antecedents verified from the Police Authorities.
4. All personnel posted at premises shall all times and for all purpose be deemed to be employees of the firm and the Institute shall have no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at the Institute premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The CENTRAL MARINE FISHERIES RESEARCH INSTITUTE shall have the rights to ask for the removal from the Institute premises any personnel considered by the Institute to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the Institute.
7. The manpower deployed by the Agency should work as per the working days and timings of the Institute. No extra wages will be paid for attending office on weekends, Holidays and late sittings.
8. Monthly consolidated charges for job/work contract for providing..... Services at CENTRAL MARINE FISHERIES RESEARCH INSTITUTE is as per terms and conditions specified and scope of work as per Annexure I in the tender document including all taxes viz. Service tax and other taxes as applicable will be paid to the firm by the Institute.
9. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.
10. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by the Institute. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.
11. That the Firm shall issue uniforms to all their employees engaged, which they shall wear while on duty (optional)
12. The firm shall issue identity card to each of the workers engaged for entry into the Institute premises.

13. That the firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
14. That in case the Firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the Institute may cancel the contract.
15. That the Firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and services 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 obligations under Contract Labour (Regulation & Abolition) Act 1970, Workmen's Compensation Act 1943, EPF,ESI & Minimum Wages Act, 1948 etc. Firm agrees to indemnify and keep indemnified the Institute on account of any failure to comply with the obligations under various laws or damage to the Institute due to acts/omissions of Firm.
16. It is also agreed that under no circumstances, the volunteers and / or the employees/workmen of the Firm shall be treated, regarded or considered or deemed to be the employees of the Institute and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the CENTRAL MARINE FISHERIES RESEARCH INSTITUTE against any claim that it may have to meet towards the employees/workmen of the Firm. Firm's employees/workmen shall have no claim to absorption / regularization and financial benefits etc. that are admissible to regular employees in the office of the Institute.
17. The contract is subject to the conditions that the firm shall comply with all the laws and bye laws of Central Govt., State Govt. as applicable relating to this contract.
18. In case of any loss or damage to the property of the Institute which is attributable to the firm, the full damages will be recovered from the firm.
19. The firm shall not transfer its right or sub-contract to no one else.
20. The Firm or its workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
21. The Firm shall devote its full attention in service to endure highest quality in all aspects and discharge its obligations under the contract with trust diligently and honestly.
22. In case of any accident/loss of life of the workers during discharging duties compensation to be given to the workers, the same shall be borne by the firm.
23. There will be surprise checking by an Officer, Shortcomings, if any pointed out by him shall be restored by the contractor within 24 hours of its bringing to this notice.
24. The firm shall provide a Co-ordinator for immediate interaction with the organization.
25. The contractor must disburse the wages / salary to the contractual staff on last working day of every month through a nationalize bank.
26. Wages/salary shall be paid without deduction of any kind except those specified by the Central Govt. by general or special order in this behalf or permissible under the payment of wages Act 1936.
27. For releasing payment of every month the contractor has to submit the bill along with the wages register, bank statement (showing account details of the contractual staff employed), details of amount paid (copy of challan) for EPF & ESI of the deployed persons at CMFRI to the Administrative officer, CMFRI, Kochi - 18.
28. The terms and conditions and schedule of work as stipulated in the tender notice and enclosed, shall be part of the agreement.

PENALTY CLASUE: LIQUIDATED DAMAGES CLAUSE

1. An amount 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 the Institute and if no action is taken within one hour liquidated damages clauses will be invoked.
2. Any misconduct / misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
3. If the required number of workers/supervisor are less than the minimum required, as a penalty of Rs,500/- per worker per day will be deducted from the bill.

The decision of Director, CENTRAL MARINE FISHSERIES RESEARCH INSTITUTE shall be final and binding on the contractor/agency in respect of any clause covered under the contract and any matter incidental to the contract.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

Signature
Name & address of the firm.

Signature:
For the Institute

Witness:-

- 1.
- 2.

BOQ

Sl. No.	Item Description	Item code/Make	Basic rate including taxes in figures to be entered by the bidder for two years in Rs. P.	Total amount including taxes Rs. P.	Total amount in words.
1.	As per schedule of work of Tender notice.				
1.01	CMFRI Hqrs Sl.no. 1 to 4 & 6 (1 male gardener) (Lumpsum)				
1.02	CMFRI Hqrs Sl.no. 5 (Once in 2 months) (Lumpsum)				
1.03	CMFRI Residential Campus Sl.no. 7 & 8 per month (Lumpsum)				
1.04	CMFRI Residential Campus Sl.no. 9 (Once in two months) (Lumpsum)				
1.05	CMFRI Narakkal campus Sl.no. 10 & 11 (Once in two months) (Lumpsum)				
Total in figures					
Quoted rate in words					

- The service provider will pay the applicable minimum wages to the employees as & when revised by the Govt. of India time to time.
- Applicable tax like income tax/TDS etc. will be deducted from the bill/source.

Signature & Seal of the Tenderer/Firm with date

