

F.No: 26-33/2020-Admn

Date : 27.11.2020

**NOTICE INVITING e-TENDER**

Online bids are invited on single stage two bid systems for **“Providing Contractual (Man Power) services at CIBA-HQ Campus, Muttukadu-Experimental Station Campus, CEBAS (KES), Kovalam Campus & NGRC Campus, Navsari, Gujarat for a period of ONE YEAR”** and extendable for further period of one (or) more years subject to satisfactory performance at the discretion of the Competent Authority” with General terms and conditions mentioned in the Annexure I.

Tender documents may be downloaded from CIBA web site [www.ciba.res.in](http://www.ciba.res.in) (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule given in CRITICAL DATE SHEET as under.

**CRITICAL DATE SHEET :**

<b><u>Published Date</u></b>	<b><u>27<sup>th</sup> November, 2020 (03.00 PM)</u></b>
<b><u>Pre bid meeting</u></b>	<b><u>01<sup>st</sup> December, 2020 (11.00 AM)</u></b>
<b><u>Bid Document Download Start Date</u></b>	<b><u>27<sup>th</sup> November, 2020 (03.00 PM)</u></b>
<b><u>Bid Submission Start Date</u></b>	<b><u>01<sup>st</sup> December, 2020 (03.00 PM)</u></b>
<b><u>Bid Clarification Start Date</u></b>	<b><u>27<sup>th</sup> November, 2020 (03.00 PM)</u></b>
<b><u>Bid Clarification End Date</u></b>	<b><u>10<sup>th</sup> December, 2020 (03.00 PM)</u></b>
<b><u>Bid Submission End Date</u></b>	<b><u>10<sup>th</sup> December, 2020 (03.00 PM)</u></b>
<b><u>Bid Opening Date</u></b>	<b><u>11<sup>th</sup> December, 2020 (03.00 PM)</u></b>

**Service Locations:****Region A**

1. CIBA, Head Quarters, No75, Santhome High Road, R.A.Puram, Chennai – 600028.
2. MES of CIBA, Kovalam Post, Muttukadu, Chennai – 613112
3. CEBAS (KES) of CIBA, Kovalam, Chennai – 603112.

**Region C**

4. NGRC-CIBA, First Floor Animal Husbandry & Polytechnic Building, Navsari  
Agricultural University, Eru Char Rasta, Navsari, Gujarat-396450.

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. **Manual bids are strictly not accepted under any circumstances.** E-procurement system ensures locking on the scheduled date and time. The system will not accept any bid after the scheduled date and time of submission of bid. The Tender Inviting Authority has all the rights to retender or cancel the tender at any stage in the best interest of the organization without mentioning the reasons.

Tenderer / Contractor are advised to follow the instructions carefully provided in **Instructions to Bidders (ITB ) and General Condition of Contract (GCC)**, of the tender being floated without fail, which are uploaded in our website at [www.ciba@res.in](http://www.ciba@res.in) under "TENDER", before submission of your bid. For clarifications if any, please send mail to [director@ciba.res.in](mailto:director@ciba.res.in)

Care has been taken to avoid contradiction between stipulation in the ITB, GCC and those in the other sections of the bidding documents. But wherever contradiction arises, if any, stipulations contained in the Schedule of Requirements shall prevail.

**Tenderer / Contractor are also advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at 'https://eprocure.gov.in/eprocure/app'**

Bid documents may be scanned with 100 dpi resolution with black and white option which helps in reducing size of the scanned document.

Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

Tenderer who has downloaded the tender from the CIBA website [www.ciba.res.in](http://www.ciba.res.in) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> , <https://eprocure.gov.in/epublish/app> **shall not tamper/modify the tender form including downloaded price bid template in any manner.** In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with CIBA.

Before the deadline for submission of the online bid, CIBA, Chennai reserves the right to modify the tender document terms and conditions. Such amendment / modification will be notified on website against said tender ID. Intending tenderers are advised to visit again CIBA website [www.ciba.res.gov.in](http://www.ciba.res.gov.in) and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

**Pre-Bid Meeting:**

The pre-bid meeting will be held at **11.00 hrs on 01.12.2020** at Central Institute of Brackishwater Aquaculture, Room.No.425, CIBA CONFERENCE HALL (2<sup>ND</sup> FLOOR), R.A.Puram , Chennai-28.

**EMD Payment:**

EMD	<b>Rs.0/-</b>	<b>For Valid MSME / NSIC Registered Vendors</b>
	<b>Rs.3,00,000/-</b>	<b>For MSME / NSIC Non-Registered vendors</b>

Earnest Money Deposit is to be deposited by **Demand Draft / Fixed Deposit / Bank Guarantee** in favour of **ICAR Unit, CIBA and payable at Chennai** obtained from any Nationalized/ scheduled Bank valid for Three months. Bidders are required to submit the details of EMD payment at the time of Bid Preparation.

The tenderer is being permitted to give tenders in consideration of the stipulations on his / her part that after submitting his / her tender, he / she will not refuse from his/her offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulation, the EMD amount will be forfeited by the CIBA. 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 after he / she has applied for the same, in the manner prescribed by the CIBA.

**If claiming MSME/NSIC exemption, the certificate should clearly contain the relevant fields such as security services / office assistance / housekeeping/ skilled man power services etc. otherwise the tender will be rejected summarily.**

**All applicable bank charges shall be borne by the applicant and he shall not have any claim what so ever on this account on Government.**

**The Hard Copy of original instruments in respect of earnest money, original copy of affidavits, and credit facility certificate must be delivered to The Director, Central Institute of Brackishwater Aquaculture (ICAR), No.75,Santhome High**

**Road, R.A. Puram, Chennai – 600 028 on or before bid opening date/time as mentioned in critical date sheet. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD, etc., against the submitted bid.**

Bids will be opened as per date/time as mentioned in the tender **Critical Date Sheet**.

**General Information And Other Terms & Conditions Of The Contract :**

1. The Director, Central Institute of Brackishwater Aquaculture, Chennai- 28, reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons and with mutual consent.
2. Right is reserved to reject the tenders by Competent Authority without assigning any reason.
3. Being L1 alone will not confer the Acceptance of the contract by the CIBA. The Award of the contract will be communicated by Post/ Fax / electronic form of communication.
4. The EMD drawn in favour of **ICAR Unit, CIBA**, payable at **Chennai** should be submitted on or before the bid opening date/time. If Demand draft is not produced on the day of opening the bid, the tender will be rejected.

**5. BUILDING AND THEIR LOCATION:**

**Region A**

1. CIBA, Head Quarters, No75, Santhome High Road, R.A.Puram, Chennai – 600028.
2. MES of CIBA, Kovalam Post, Muttukadu, Chennai – 613112.
3. CEBAS (KES) of CIBA, Kovalam, Chennai – 603112.

**Region C**

4. NGRC-CIBA, First Floor Animal Husbandry & Polytechnic Building, Navsari  
Agricultural University, Eru Char Rasta, Navsari, Gujarat-396450

The rates are as per the **MINIMUM WAGES OF EMPLOYMENT IN THE AGRICULTURE RATES WITH EFFECT FROM 01.10.2020** issued by the office of CHIEF LABOUR COMMISSIONER (CENTRAL), GOVT.OF INDIA, MINISTRY OF LABOUR & EMPLOYMENT, NEW DELHI, ORDER NO. File No.1/20(1)/2020-LS-II DATED, 12th October 2020, for the contractual man power supply / service work.

## Region A

1. CIBA, Head Quarters, No75, Santhome High Road, R.A.Puram, Chennai – 600028.
2. MES of CIBA, Kovalam Post, Muttukadu, Chennai – 613112.
3. CEBAS (KES) of CIBA, Kovalam, Chennai – 603112.

Sl. No & Location	Nature of work	Minimum qualification	Man-power required	Total Mini- mum wages per day including present DA
A.HIGHLY SKILLED LABOUR (Agriculture) – 26 Days				
A(1) CIBA, Head Quarters, Chennai	Computer data entry , clerical assistance/ Proficiency in local language & English Aptitude for field work and any other work assigned.	Working Experience as office assistant/ Desirable; Hindi reading/writing/ speaking and working in computers.	8	₹535/- Per day
A(2) MES of CIBA, Muttukadu			5	
A(3) CIBA, Head quarters, Chennai			5	
Note :Overtime rate per hour per day for drivers ₹.122 /- (as per the requirement if any.Double the rate of per hour rate of Highly skilled labour as on date)				
B. HIGHLY SKILLED LABOUR - Technical (Construction) – 26 Days				
B(1) CIBA, Head Quarters, Chennai	Contractual assistance in office Air Conditioners maintenance / office civil and construction work and any other work assigned.	Diploma in AC mechanic and working experience & Diploma in engineering Preferably in civil and working experience in MS office.	4	₹.845/- Per day
B(2) CEBAS(KES) of CIBA, Kovalam			1	
C. SKILLED LABOUR – TECHNICAL (Agriculture) – 26 Days				
C(1) CIBA, Head Quarters, Chennai	Contractual assistance in office for clerical and field work/any other work assigned.	Degree in arts/ science/ Diploma in Computer science / ECE with working experience in MS Office	7	₹.483/- Per day
C(2) MES of CIBA, Muttukadu	Contractual assistance in lab/ hatchery/ farm for technical work/ any other work assigned.	Diploma in fisheries technology / Bachelor Degree in Zoology / biology/ Chemistry with Working experience in Shrimp/ fish hatcheries / farms.	27	
C(3) CIBA, Head Quarters, Chennai	Chowkidar-Head (Security)	Matriculation with knowledge of handling of security system, office procedures, maintenance of security registers, etc.	7	₹.483/- Per day
C(4) MES of CIBA, Muttukadu			12	

**D. SEMI-SKILLED LABOUR – (Agriculture) – 26 Days**

<b>D(1)</b> CIBA, Head Quarters, Chennai	Cook	Pass in SSLC/Diploma / Work Experience in cooking	<b>3</b>	<b>₹ 445/- Per day</b>
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**E. UNSKILLED LABOUR (Agriculture) – 26 Days**

<b>E(1)</b> CIBA, Head Quarters, Chennai	<b>Sweeper</b> – (Maintenance of Hostel & Housekeeping, Garden work, Agriculture, Canteen and any other work assigned.)	Pass in SSLC/Diploma / related Work Experience	<b>13</b>	<b>₹.407/- per day</b>
<b>E(2)</b> MES of CIBA, Muttukadu			<b>8</b>	

**Region C**

**Location : NGRC-CIBA,First Floor Animal Husbandry & Polytechnic Building, Navsari  
Agricultural University, Eru Char Rasta, Navsari, Gujarat-396450**

Sl. No & Location	Nature of work	Minimum qualification	Man-power required	Total Mini- mum wages per day including present DA
<b>F. HIGHLY SKILLED LABOUR (Agriculture) – 26 Days</b>				
<b>F(1)</b> NGRC of CIBA, Navsari, Gujarat	Computer data entry, clerical assistance/ Proficiency in local language & English Aptitude for field work//any other work assigned.	Working Experience as office assistant/ Desirable; Hindi reading/writing/ speaking and working in computers	<b>2</b>	<b>₹.445/- Per day</b>
<b>G. SKILLED LABOUR – TECHNICAL(Agriculture) – 26 Days</b>				
<b>G(1)</b> NGRC of CIBA, Gujarat	Contractual assistance in lab/ hatchery/ farm for technical work/ any other work assigned.	Diploma in fisheries technology / Bachelor Degree in Zoology / biology/ Chemistry with Working experience in Shrimp/ fish hatcheries / farms	<b>2</b>	<b>₹.408/- Per day</b>

**Note:**

- a. Contractor's administrative charges / service charges in INR per MONTH should not be less than minimum Income Tax Liability of 2% i.e not less than

**Region - A**

1. Rs.323/- for Highly Skilled (Agriculture)
2. Rs.492/- for Highly Skilled (Construction)
3. Rs.292/- for Skilled (Agriculture)
4. Rs.269/- for Semi Skilled (Agriculture)
5. Rs.246/- for Unskilled (Agriculture)

**Region - C**

6. Rs.269/- for Highly Skilled (Agriculture)
7. Rs.247/- for Skilled (Agriculture)

**(Bids less than the above rates will be summarily rejected)**

- b. Driver : **The cost of the uniforms for driver should be included in the Administrative cost.**

- c. Chowkidar(Head): **The cost of the uniforms, lathis, torch light etc. for Chowkidhar(Head) should be included in the Administrative cost.**
- d. Sweeper : **The cost of the overcoat/uniforms for sweepers / housekeeping staff should be included in the Administrative cost.**
- e. The above mentioned numbers are approximate; the number of workers may increase/decrease as per the requirement of the institute.

The above said rate **does not include** the contribution towards ESI, EPF, service charges, administration charges, and other statutory levies/taxes etc., but includes the employee share of ESI and EPF. **Any increase in minimum wages and corresponding variable DA, and statutory levies as evidenced by the Government of India Orders will be extra.**

## 6. **SERVICES:-**

- a) The selected agency shall provide required services for performing the clerical/related office work at the CIBA, Chennai, MES Muttukadu and CEBAS(KES), Kovalam. The agency shall employ good and reliable persons with robust health and clean record preferably within the age group 21 to 55 years to carry out the job contract; relaxable for experienced persons. In case any of the personnel so engaged by the agency is not found suitable by the CIBA, the CIBA shall have the right to ask for its replacement without giving any reason thereof and the agency shall on receipt of a written communication in this regard will have to replace such persons immediately.
- b) The Contractor shall deploy required number of personnel as directed by the CIBA, on all the working days of calendar month. The personnel shall perform 8 hours duty per day against minimum wages paid and the payment will be made as per actual certified attendance.
- c) The personnel engaged by the agency for this job contract shall not be treated as an employee of CIBA and there will be no employer-employee relationship between CIBA and the personnel so engaged by the contractor. **The agency should provide the uniform for drivers & housekeeping staff and uniforms, lathis & torch lights for Chowkidar-Heads. This cost is to be included in the Administrative Charges itself.**
- d) The agency shall be wholly responsible for making payment of monthly wages and other admissible allowances to the personnel employed. The wages paid for different categories of personnel engaged should not be lesser than the minimum wages fixed by the Ministry of Labour, Government of India under Minimum Wages Act. The agency shall be fully responsible for providing leave benefits, weekly offs, National and Festival



Holidays etc. to the Labourers deployed and as and when any of the labourer delayed, proceeds on leave or absent himself / herself, it will be the prime responsibility of the agency to provide a substitute. It should be ensured by the agency that the work should be carried out as per the directives of the designated officers. All the records pertaining to disbursement of wages to Labourers should be made available as & when called for.

e) The CIBA shall not directly or indirectly engage any personnel of the agency during the period of contract.

f) The tenderer will also have to furnish particulars relating to ESI , EPF, Registration under Contract Act, turnover, infrastructure etc.

g) The agency shall furnish experience of performing job contract in central Govt./ state Govt/ Semi Govt./ reputed private/ public limited company/ University establishments.

h) The contractor is wholly responsible for any accident and / or compensation payable to the Labourers engaged by him working under this contract. He shall keep CIBA fully indemnified against any claims in this regard.

#### 7. **ELIGIBILITY CONDITIONS** : -

- a) The firm should have at least five years of experience of performing job contract Services in central Govt./ state Govt/ Semi Govt./ reputed private/ public limited company/ University establishment. **(Which may be relaxed to all Startups[whether Micro & small Enterprises(MSEs) or otherwise] subject to meeting of quality, and technical specifications in accordance with the relevant provisions of GFR, 2017)**
- b) The firm should have a turnover of ₹100 lakhs p.a. in the past three years. **( Which may be relaxed to all Startups[whether Micro & small Enterprises(MSEs) or otherwise] subject to meeting of quality, and technical specifications in accordance with the relevant provisions of GFR, 2017)**
- c) The firms should have at least 100 workers/ Supervisor registered under ESI. & EPF. The Documentary proof / vouchers for having paid ESI/EPF should be attached
- d) The firms should also fulfill the statutory and welfare requirements in respect of its employees.
- e) The firm should submit solvency certificate from their bankers for more than Rs.25 Lakhs.
- f) The firm should have valid Labour Contract license from Labour Commission (Central) under Regulation and Abolition Act.
- g) The firm must have GST Registration.
- h) The above minimum conditions will have to be fulfilled by the tenderer.



- i) The financial bids of only those firms will be considered which qualify in the technical bids.
  - j) The firm should furnish its PAN number as allotted by the Income Tax Department.
  - k) The firm should mandatorily visit the campus for ascertaining the area and the nature of work before submitting their bids.
8. **TERMS OF THE CONTRACT :-** Initially the period of the contract will be for one year. On the expiry of the contract or on its termination, the CIBA reserves the right to renew the contract on yearly basis on the terms and conditions that may then be mutually agreed upon.
9. **MODE OF PAYMENT :-** The agency shall submit monthly bills for the job performed during the preceding month on the first working day of the succeeding month and the CIBA shall make payment Digitally to the agency. However, taxes which are as per the rules of the Govt. of Tamil Nadu/ Central Government shall be deducted at source from monthly bills applicable of the successful tenderer, as per rules. The selected contractor has to furnish the separate ECS Mandatory form. The following details has to be submitted along with the monthly bills for payment:
- a) Monthly Bill against accepted rates with GST.
  - b) Copy of EPF Challan with Name and amount of Subscriber/Worker.
  - c) Copy of ESI Challan with Name and amount of Subscriber/Worker.
  - d) Copy of Wage Register showing details of Gross and Net payment for workers.
  - e) Bank Statement showing the amount transferred to each worker.
  - f) GST Challan.
10. **TERMINATION :-** This contract can be terminated by giving one month's notice on either side and that any notice required to be served shall be sufficiently served on the parties if delivered to them personally or despatched at the address herein given under registered post.
11. **LOSS AND/OR DAMAGES :-** In case of any loss or damage done to the property of the CIBA by the personnel provided by the agency for the duties at CIBA, Chennai and Muttukadu, full damages will be recovered from the Agency and decision of the competent authority of CIBA shall be a binding on him.
12. **SECURITY DEPOSIT:-** The successful bidder will be required to deposit an amount equivalent to 3% of the total contract value as Performance Security Deposit in the form of Demand Draft / Fixed Deposit / Bank Guarantee favouring ICAR Unit, CIBA, Chennai within two weeks from the date of award of the contract. The security deposit shall be

refunded to the contractor after 60 days from the satisfactory completion of the contract or adjusted against any damages or loss of property etc. caused by the personnel deputed by the agency. **No interest will be paid on the security money deposited with the CIBA.**

**13. In case of any dispute arising the decision of Director, CIBA will be final and binding.**

**14. ADDITIONAL CONDITIONS:**

a. Tender without enclosure of schedules, annexures checklist, EMD and other required documents are liable to be rejected.

b. The selected firm has to maintain all the required documents and registers as per central labour commission rules and acts and will have to permit the authorized representative of the principal employer to check and verify the documents and registers.

c. The payment for the man power supplied or service provided should be made on or before **07<sup>th</sup>** of succeeding month under information to the authorized representative of the principal employer.

d. Notices and orders showing the labour laws and notification countersigned by the authorized representative of the principal employer have to be displayed in the Notice board of the work location.

e. The selected agency has to maintain all the forms and registers as mentioned in **CL(R&A) ACT, 1970** and the same shall be checked and verified by the authorized representative of the principal employer.

f. The selected agency has to make payment to the Manpower supplied by them in accordance with the central minimum wages as notified by the government of India from time to time. Present rate of Minimum wages for the employment of Contractual Jobs is furnished herein.

g. CIBA will not give any performance/experience certificate to the service provider/Agency

h. Successful Tenderer will have to enter into a detailed contract agreement with the Institute on non-judicial stamp paper of **Rs. 100/-** (Rupees five hundred only) for each work. (Model of Agreement as per **Annexure – I**)

**15. SUBMISSION OF TENDER**

1. The tender shall be submitted online in two parts, viz., technical and price bid.
2. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

3. The bids submitted through Post/Telegram/Fax/email shall not be considered and will be summarily rejected.
4. No correspondence will be entertained in this matter.

**Technical Bid:**

The following documents are to be furnished by the Bidder / Supplier / Contractor along with the Technical Bid as per the tender document in the following order, failing which the competent authority reserves the right to reject the bid summarily at the bid opening stage itself without entertaining for further process:

Sl.No	Description of Enclosure	Page No.	Whether the document is enclosed YES/NO
1.	Tender Acceptance Letter (Annexure-I) (To be given on Company Letter Head).		
2.	Price Bid Undertaking (Annexure-II) (To be given on Company Letter Head).		
3.	Schedule - I and Schedule - II		
4.	Scanned copy of Fixed Deposit/DD/Bank guarantee pertaining to EMD for ₹3,00,000/- drawn in favour of "ICAR UNIT, CIBA" payable at , Chennai.		
5.	Scanned copy of turnover of ₹100 lakhs p.a. for the past three years. (Relaxable for Startups)		
6.	Scanned Copy of Company registration certificate, under the companies Act, 1956.and document indicating annual turnover of the firm.		
7.	Scanned Copies of EPF, ESI , PAN and GST registration certificate.		
8.	Scanned Copies of Company's balance sheet duly certified by the Chartered Accountants for the last 3 years.		
9.	Scanned Copy of latest EPF and ESI Challan/yearly slip for individual Contractual workers engaged by the firm for at least 100.		
10.	The firm should submit solvency certificate from their bankers for more than Rs.25 Lakhs.		
11.	Banker details		
12.	Experience certificates for the last five years (Relaxable for Startups)		
13.	The contractor/agency must have a registration with the Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the labour license under this Act.		

All the documents should be serially numbered and signed by the tenderer in each page.

- i) Don't mention about the Commercial / financial / Price details of the tender anywhere in the technical bid, it has to be specifically mentioned in the BoQ, which is provided with this tender.

### **Price Bid:**

- (a) Price bid undertaking, which is provided in the Annexure – II, has to be duly signed and uploaded by the tenderer along with the technical bid in the order mentioned above.
- (b) Schedule of the model price bid in the form of BOQ\_XXXX.xls in given below for reference.
- (c) There should not be any deviations from the Price bid template that has been uploaded with this e-tender; otherwise the bid will be summarily rejected.
- (d) If the firm quotes “NIL” charges/consideration, the bid shall be treated as unresponsive and will not be considered.

### **Schedule of price bid in the form of BOQ XXXX .xls:**

The below mentioned Financial Proposal/Commercial/Price bid format is a model format. Similar BoQ is provided along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download the BoQ\_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the Price bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, **tender will be completely rejected and EMD would be forfeited** and tenderer is liable to be banned from doing business with CIBA, Chennai.

Item Rate BoQ							
Tender Inviting Authority:							
Name of Work:							
Contract No:							
Name of the Bidder/ Bidding Firm / Company :							
PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )							
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
SL No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	BASIC RATE in Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT in Words
1	Item 1						
Total in Figures						0.00	NR Zero Only
Quoted Rate in Words						NR Zero Only	

1. The rates shall be quoted in Indian Rupees as per the BoQ.

2. The rates has to filled at the particular cells in the BoQ\_XXXX.xls such as Basic Rate, GST in %, Freight Charges, levies, etc. and any revision in the statutory taxes, fees, etc will be the responsibility of the Bidder.
3. The payment will be made to the Consultant/Bidder/Supplier/Contractor at any Bank Account maintained in India by way of ECS/RTGS after deducting the TDS as applicable.
4. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

**Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**Registration :**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **Searching for tender documents :**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **Preparation of bids:**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or

“Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Submission of bids:**

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.



7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**Assistance to bidders :**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**The Director,  
Central Institute of Brackishwater Aquaculture,  
No.75.Santhome High Road, R.A.Puram,  
Chennai – 600 028.**

**ANNEXURE - I**  
**TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

To,  
The Director,  
Central Institute of Brakishwater Aquaculture,  
No.75. Santhome High Road,  
R.A.Puram,  
Chennai – 600 028.

**Subject** : Acceptance of Terms & Conditions of e-Tender – Reg

**CIBA Ref.No. :** F.No: 26-33/2020-Admn

**Tender ID** : \_\_\_\_\_

**Name of Tender / Work:** Providing Contractual (Man Power) services at CIBA-HQ Campus, Muttukadu- Experimental Station Campus, CEBAS (KES), Kovalam Campus & NGRC Campus, Navsari, Gujarat for a period of ONE YEAR.

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Dear Sir,

I/ We have downloaded the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ as per

your advertisement, given in the above mentioned website(s).

2. I / we have read all the particulars regarding the general information, schedules, annexures and other terms and conditions of the contract for **Providing Contractual (Man Power) Services at CIBA-HQ Campus, Muttukadu- Experimental Station Campus, CEBAS (KES), Kovalam Campus & NGRC Campus, Navsari, Gujarat for a period of ONE YEAR** and agree to provide the services as detailed in schedule herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in BOQ to this tender and I / we agree to hold this offer open till 90 days. I / we agree to communicate our acceptance (if accepted and communicated by CIBA) within the prescribed time limits.

3. I / we have understood the terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.

4. Every page so attached with this tender bears my signature and the official seal.

5. Demand Draft / Fixed Deposit / Bank Guarantee No.\_\_\_\_\_ of ₹.3,00,000/- drawn in favour of ICAR Unit, CIBA and payable at Chennai is scanned and uploaded as earnest money as required.

6. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

7. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety and also unconditionally accept that CIBA, Chennai has the right to accept the whole or any part of the Tender or portion of the quantity offered or reject it in full without assigning any reason.

8. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

9. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

**I / We hereby declare that we shall maintain the required registers / forms / notices as prescribed by the central labour commission and we also agree to check and verify the above said documents by the authorized representative of the principal employer as and when required.**

Yours faithfully,

Signature & Seal of Tenderer with date\_\_\_\_\_

Address\_\_\_\_\_

Telephone No. Office\_\_\_\_\_

**ANNEXURE - II**  
**PRICE BID UNDERTAKING**

(To be given on Company Letter Head)

From: (Full name and address of the Bidder)

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To,  
The Director,  
Central Institute of Brackishwater Aquaculture,  
75, Santhome High Road,  
R.A. Puram,  
Chennai – 600 028

Dear Sir/Madam,

**Sub : Price Bid Undertaking – Reg**

**CIBA Ref.No. : F.No: 26-33/2020-Admn.**

I submit the Price Bid for the “**Providing Contractual (Man Power) services at CIBA-HQ Campus, Muttukadu- Experimental Station Campus & CEBAS (KES), Kovalam Campus & NGRC, Gujarat for a period of ONE YEAR.**” as envisaged in the Bid document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to supply at the rates as indicated in the price Bid of this tender.

Place :

Yours Faithfully,

Date :

Signature of authorized Representative

## **SCHEDULE- I**

1. Name of the Firm/Agency
2. Constitution of the Firm/Agency
  - a) Indian Companies Act 1956
  - b) Indian Partnership Act, 1932: (please give names of partners)
  - c) Any other Act, if not, the owner
3. (i) For partnership firms whether registered under 'The Indian Partnership Act, 1932', please state further whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.  
  
(ii) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firms authorising the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.  
  
(iii) If answer to (i) or (ii) above is in the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be.
4. Name and Full Address of their Bankers
5. Value of Solvency Certificate issued by their bankers
6. Registration Number of the firm
7. ESI No. of Firm
8. EPF No. of Firm
9. Registration No. under Contract Act

10. GST Registration no. of the firm
11. PAN Number
12. Experience in no. of years(Name and address of client departments may be indicated.)
13. Turnover of last 5 years. ( Certified copy be attached)
14. Number of Sweepers/ supervisor registered under ESI & EPF

All the above information of Part I of schedule II must be accompanied with the certified copies of the documents, failing which the quotation will be liable to be rejected.

Signature & Seal of Tenderer with date\_\_\_\_\_

Address\_\_\_\_\_

Telephone No. Office\_\_\_\_\_

## **SCHEDULE- II**

**1. Detail of the Earnest Money Deposited:-**

a) Fixed Deposit / Bank Guarantee /

Demand Draft number with date and : \_\_\_\_\_

Bank drawn on. \_\_\_\_\_

2. Any increase in minimum wages and corresponding variable DA, and statutory levies as evidenced by the Government orders will be paid extra as applicable, by the Institute subject to approval of the competent authority. The claim for payment of revision of minimum wages/VDA will be processed at the Institute. The claim of revision of rates will be made only with the authenticated copies of the orders issued by the Ministry of Labour and Employment, Government of India.
3. I/We agree to forfeit of the earnest money if I/we fail to comply with any of the terms and conditions in whole or in part laid down in the Tender form.
4. I/We have carefully read the terms and conditions of the Tender and we agree to abide by these in letter and spirit.

**I / We hereby declare that we shall maintain the required registers / forms / notices as prescribed by the central labor commission and we also agree to check and verify the above said documents by the authorized representative of the principal employer as and when required.**

**Signature** \_\_\_\_\_

**Name & Address of the Firm** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone No.** \_\_\_\_\_

**Mobile No.** \_\_\_\_\_



## ANNEXURE - I

### **DRAFT SPECIMEN AGREEMENT – OUTSOURCING - MAN POWER SERVICES**

This agreement is made at..... (place).....on..... (month/year) .....day of between..... (Institute)..... (hereinafter called Institute) through (designation of the competent authority in the Instts.) which term shall include its successors, assignees etc. on the first part and (name & address of the firm), (hereinafter called the Firm) which term shall include its authorized representatives, successor, assignees etc. on the other part.

Whereas the (Institute) has decided to assign the annual job work contract for providing (nature of job) :.....at (Name of the Instts.), (location) ..... to the firm on the terms and conditions hereinafter contained.

**SCOPE OF WORK:** Contractual Jobs F.No....., dated..... At from Headquarters of CIBA, Chennai & MES of CIBA, Muttukadu, CEBAS (KES) of CIBA, Kovalam & NGRC, Navsari, Gujarat.

Period of Contract: ..... to .....

Value of Contract : Rs..... (Per Year)

**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 for one year but can be terminated by Director, CIBA, Chennai - 28 (name of the Instts.) by giving one calendar month's 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 job) ..... at ..... (location) Headquarters of CIBA, Chennai & MES of CIBA, Muttukadu, CEBAS (KES) of CIBA, Kovalam & NGRC, Navsari, Gujarat.
3. The firm will provide full particulars of every worker deployed by it for providing the **Outsourcing – Manpower services** 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 employee of the firm and the (name of the Instt.) shall have no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at (name of Instt.).....premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The (name of the Instt.) shall have the right to ask for the removal from the (name of the Instt.) premises any personnel considered by the (name of the (Instt.) ..... to

be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the (name of the Instt.).

7. Monthly consolidated charges for contract for providing the **Outsourcing – Man power Services at Headquarters of CIBA, Chennai -28 & MES of CIBA, Muttukadu, CEBAS (KES) of CIBA, Kovalam & NGRC, Navsari, Gujarat** is as per terms and conditions specified and scope of work as per Schedule-II in the tender document including all the taxes viz. Service tax and other taxes as applicable will be paid to the firm by the Central Institute of Brackishwater aquaculture, Chennai -28 & MES-Muttukadu. The firm will raise a bill of this amount on 1st working day of every month and the payment released by the Instt. in the form of crossed cheque payment to the firm subject to satisfactory performance of contracted services. Copies of documents such as deposit challan along with list of persons showing deposit of ESI, EPF with the concerned agencies are also to be deposited with the bill.

8. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by the (name of the Instt.). The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.

9. That the Firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.

10. 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 (name of the Instt.) may cancel the contract.

11. 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, Minimum wages Act E.P.F., E.S.I. & M.P. Act, 1947 etc. Firm agrees to indemnify and keep indemnified (name of the Instt.) on account of any failure to comply with the obligations under various laws or damage to (name of the Instt.) CIBA, Chennai due to acts / omissions of Firm.

12. 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 (name of the Instt.). and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the CIBA, Chennai (name of the Instt.) 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 CIBA, Chennai (name of the Instt.)

13. The contract is subject to the conditions that the firm shall comply with all the laws and by laws of Central Govt. / State Govt. as applicable relating to this contract.

14. In case of any loss or damage to the property of the Institute at which is attributable to the firm, the full damages will be recovered from the firm.

15. The Firm shall not transfer its right or sub-contract to anyone else.

16. The Firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.

17. The Firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust diligently and honestly.

18. 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.

19. There will be surprise checking by an Officer Short comings, if any, pointed out by him shall be restored by the contractor within 24 hours of its bringing to his notice.

20. The firm shall provide a Co-ordinator for immediate interaction with the organization.

21. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

22. Risk clause: ICAR / CIBA reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show –cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from S.D or pending bills or by raising a separate claim.

## PENALTY CLAUSE : LIQUIDATED DAMAGES CLAUSE

1. An amount of Rs. 500/- will be levied as liquidated damages per day, whenever and where ever 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 CIBA, Chennai - 28 and if no action is taken within one hour liquidated damaged clauses will be invoked.

2. Any misconduct/ misbehaviour 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 members of workers/supervisors 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 competent authority in the 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

DIRECTOR  
ICAR – CIBA  
CHENNAI - 28

Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

