



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

(कृषि अनुसंधान एवं शिक्षा विभाग, केन्द्रीय 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.org.in, Web: www.cmfri.org.in



CMFRI Platinum Jubilee - Celebrating 70 years of Excellence in Research

F.No.8-8/2025- Cdn

dated: 03.09.2025

Sub:- Work contract of engagement of Vessel Staff at R.V. Silver Pompano, Fishery Research Vessel of CMFRI Headquarters, Kochi - invitation of E- Tender.

Tender ID : 2025 DARE 875799 1

The Central Marine Fisheries Research Institute invites online open tender in Two bid through e-tendering in prescribed tender forms, from specialized Firms/ Reputed Contractors with adequate experience and financial capability for the Work contract of engagement of Vessel Staff at R.V. Silver Pompano, Fishery Research Vessel of CMFRI Headquarters, Kochi. The details of the Scope of the work, schedule of requirement and special terms and conditions of the contract are given in the enclosed Annexure.

I. Details of the Tender are given below:-

1.	Tender Number	8-8/2025-Cdn
2.	Publishing date on CPP Portal	03.09.2025 at 11.00AM
3.	Bid document download start date	03.09.2025 at 02.00PM
4.	Bid submission end date	22.09.2025 at 03.00PM
5.	Date, Time and Venue of Opening of Bid	23.09.2025 at 3.00 PM at CMFRI, Kochi
6.	Description of work	Engagement of Vessel Staff at R.V. Silver Pompano, Fishery Research Vessel of CMFRI Headquarters, Kochi
7.	Type of Tender	Two Bid System
8.	Bid Validity	90 days from the date of Bid opening
9.	Security Deposit	5% of the total contract value
10.	Validity of SD/PB	60 days after expiry of the contract
11.	EMD	Rs.95,000/- in the Form of Demand Draft in favour of ICAR UNIT CMFRI payable at Kochi. EMD must be deposited in offline mode to the Assistant Administrative Officer, Coordination Section, Room No.513, CMFRI, Kochi before the closing date and time positively.
12.	Contract duration	12 months from the date of awarding contract with the provision for termination with 60 days notice. The contract may be extended for further one year or more on the same rates, terms & conditions subject to satisfactory performance.
13.	Submission of Bids	Online Bid uploaded in the CPP Portal www.eprocure.gov.in within the closing date & time of bid submission.

- 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.	Terms and Conditions of the Contract	Annexure II
3.	Tender Acceptance Letter	Annexure III
4.	Particulars of quoting firm	Annexure IV
5.	Checklist	Annexure V
6.	Draft Agreement for information	

III. The entire tender document including Financial Bid, 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. Rates for Individual items should be applied separately.


Assistant Administrative Officer (Cdn.)
CMFRI, Kochi.

SCHEDULE OF WORKS

1.	Name of the position	SKIPPER
	No of required points	1 No.
	Duties of Skipper	<ol style="list-style-type: none"> 1. Navigating the Vessel. 2. Maintaining the navigational and safety equipment onboard and must also know how to operate them. 3. safety of the vessel and the crew. 4. Management of the vessel in all respects, including upkeep of the vessel. 5. To control all the floating staff on board of the fishing vessel. 6. Any other duties assigned by the competent officers in CMFRI..
	Qualification of the Skipper.	<ol style="list-style-type: none"> 1. Matriculation passed from a recognized Board / University or equivalent. 2. Certificate of competency as Skipper Grade - 1 of a Fishing Vessel issued by Mercantile Marine Department(MMD), Govt. of India. 3. Minimum 3 Years practical experience as Skipper onboard a fishing vessel after obtaining Skipper Grade-1 competency certificate issued by Mercantile Marine Department and required physical fitness for the job
2.	Name of the position	FISHING ENGINEER
	No of required points	1 No.
	Duties of Fishing Engineer	<ol style="list-style-type: none"> 1. In charge of the Engine room of the vessel and to ensure its proper running, supervision of the crew working in engine room of the vessel. 2. Operational maintenance and the running of machineries and engines of fishing vessel. 3. Regular watch on main engine and auxiliary engines. 4. Any other duties assigned by the competent officers in CMFRI.
	Qualification of the Fishing Engineer.	<ol style="list-style-type: none"> 1. Matriculation passed from a recognized Board / University or equivalent. 2. Certificate of competency as Engineer (Fishing Vessels) issued by the Mercantile Marine Department. 3. Minimum 5 years' experience in operation and maintenance on the engine side of fishing vessels and required physical fitness for the job 4. on the engine side of fishing vessels and required physical fitness for the job
3.	Name of the position	CERTIFIED BOSUN
	No of required points	1 No.
	Duties of Certified Bosun	<ol style="list-style-type: none"> 1. Functioning as deck officer on board the fishing vessels. 2. Assisting Skipper of the vessel in the fishing and oceanographic sampling operations. 3. Supervising the work of the deck side staff during fishing and oceanographic sampling operations. 4. Regular watch keeping on board the vessel. 5. Assist the Skipper in the hydrography and fishing operations. 6. Any other duties assigned by the competent officers in CMFRI.
	Qualification of the Certified Bosun.	<ol style="list-style-type: none"> 1. Matriculation and Certificate of Competency as Mate / Second Hand of fishing vessel issued by the Mercantile Marine Department (MMD) Govt. of India. 2. Minimum 5 years experience in fishing vessels and required physical fitness for the job

4.	Name of the position	DECKHAND
	No. of required points	4Nos.
	Duties of Deckhand	<ol style="list-style-type: none"> 1. Attending the watch duty in the deck side of the Vessel. 2. Handling of fishing gear (Fishing nets of different types and the catches). 3. Fishing Process, physical sorting and cleaning of fish, preservation of fish in the fish hold. 4. Cleaning, chipping/mending and painting of deck, machinery and superstructure. 5. Repairing of the nets on board the vessel as and when required. 6. Any other duties assigned by the competent officers in CMFRI.
	Qualification of Deckhands	<ol style="list-style-type: none"> 1. Matriculation (Std-X) pass 2. Certificate course affiliated to NCVT (ITI) from CIFNET 3. Minimum 2 years experience as a Deckhand in a fishing vessels and Sea going experience and required physical fitness for the job
5.	Name of the position	OIL MAN
	No. of required points	1No.
	Duties of Oilman	<ol style="list-style-type: none"> 1. Maintenance like cleaning, painting and greasing of various machinery in the engine room and to assist the engineer on board, in running the main engine and two to three Auxiliary engines for fishing operation, their maintenance and the same for all other machine in the engine room. 2. Any other duties assigned by the competent officers in CMFRI.
	Qualification of oilman	<ol style="list-style-type: none"> 1. Matriculation (Std X) pass 2. Certificate course affiliated to NCVT(ITI) form CIFNET 3. 5 years experience as oilman in a fishing vessels and Sea going experience and required physical fitness for the job
6.	Name of the position	COOK
	No. of required points	1No.
	Duties of cook	<ol style="list-style-type: none"> 1. Arranging provision and vegetables on board the vessel for sailing and preparation of food as per instruction of the officers and supplying to officers and crew members on time. 2. Attending to other connected work in the galley. 3. Attending other deck works also as per the instruction of Bosun. 4. Any other duties assigned by the competent officers in CMFRI.
	Qualification of Cook	<ol style="list-style-type: none"> 1. Minimum 3 years experience as a cook in a fishing vessels and Sea going experience and required physical fitness for the job.

- Certified copies of qualifications & experiences should be submitted by the service provider alongwith the agreement.


 Assistant Administrative Officer (CDN)
 CMFRI, Kochi – 18.

Additional Terms and Conditions

1. The tender is in Two Bid System. These bids duly filled will be submitted only online. No offline bids will be accepted by the CMFRI. The bid must contain requisite documents called for in the tender.
2. 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.
3. **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.
4. The quantum/details of work mentioned is only approximate and hence the contractor should undertake additional quantum of similar nature work at the same rate, terms and conditions if entrusted to them.
5. If the number of Contract Staff are 20 and above under an agency, license under contract Labour (Regulation & Abolition) Act, 1970 from Kerala State Labour Department to be submitted by the agency.
6. Non-compliance with schedule of services may attract the penalty of deduction of payment worked out on pro-rata basis from the monthly charges for the portion of services completed after scheduled time.
7. The Contractor/ agency shall employ good and reliable persons with robust health preferably with the age group of 21-60 years and good behavior. In case any of the personnel so engaged by the agency is not found suitable by the Institute, the Institute shall have the right to ask for his /her replacement without giving any reason thereof, and agency shall on receipt of a written communication in this regard will have to replace such persons immediately.
8. It will be the obligation of the agency to pay wages to the guards deployed at the Institute as per Minimum Wages Act of Ministry of Labour, Government of India, or Government of Kerala whichever is higher, as fixed or revised from time to time.
9. TA, DA and other allowances are not admissible for the outsourced workers.
10. No overtime will be paid for the engaged vessel staff.
11. The personnel engaged by the agency for this job contract will not be an employee of the Institute and there will be no employer-employee relationship between the Institute and the personnel so engaged by the agency.
12. Changing of supervisor/staff should be intimated to the Assistant Administrative Officer (Cdn.)/ Campus -In-Charge / Caretaker or any authority as decided by the Competent Authority of the Institute.

13. The firm's affidavit/certificate stating the geographic presence of physical office in Kerala State must be furnished and documentary proof for last 3 month's electricity bills/telephone bills must be furnished along with the Technical bid.
14. Only those documents which are valid on date of closing of bid shall be considered.
15. The EPF shall be reimbursed @ 13% of minimum wage (Including Admin & EDLI charges) subject to maximum wages for Rs.15,000/- as per EPFO Notification No. Actuarial/18(2)/2008/Vol.III/7738 dated 29.08.2014.
16. The ESI shall be reimbursed @ 3.25 % of minimum wage subject to maximum wages for Rs.21,000/- as per Ministry of Labour and Employment, New Delhi Notification dated 22/12/2016.
17. If there is any notification from Govt. of India / Govt. of Kerala regarding revision of minimum wages the competent authority will revise the work order on the condition that the existing rate in the work order should be less than the revised minimum wages. Further no increase in the service charges will be admissible.
18. In case of failure of the contractor/agency to commence work or in the event of breach of any of the terms of the contract, the security deposit of the agency shall be forfeited. Any sum of money due to the contractor/agency, including the Security deposit refundable to him under the contract may owe to the Institute. The Institute may after cancellation of the contract get the work done through any other agency for the remaining term of the contract at the risk and costs of the agency.
19. The contractor/agency shall not be permitted to transfer/ assign his rights and obligations under the contract to any other agency or organization.
20. Code of Conduct-The following code of conduct shall be applicable to the persons deployed on duty by the agency in the Institute and it shall be the responsibility of the agency to ensure that the personnel deployed:-
- Report for duty punctually.
 - Always be alert and perform their duties with honesty, sincerity and discipline.
 - Abstain from indulging in gossip, reading newspaper or any other activities out of duty while on duty.
 - Always remember to report any untoward incident on the campus/ misconduct or misbehavior of people to the competent authority.
 - Behave properly to all the employees and staff.
 - The contractor should ensure that the deployed persons should maintain high level of discipline and punctuality. If any person is found involved in any mischievous activity such personnel should immediately be removed from the work permanently and substitute be deployed.
 - The outsourced persons provided shall maintain secrecy and discipline in the premises of the Institute.
 - The employees of the contractor shall be of good character and of sound mind. 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. The workers should not be below the age of 18 years.

- 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. The service provider will provide the duly filled police verification form of the personnel to the ICAR-CMFRI within 30 days of award of contract and will get them verified from the police authorities. The Contractor will provide Name Address, Telephone No, Photographs & Aadhar of its employees deployed at ICAR -CMFRI.
21. The Institute shall not be liable to provide any residential accommodation to the contract staff. No cooking or lodging shall be allowed in the premises of the Institute.
 22. The persons deployed shall abstain from taking part in any staff union and association activities. No Union/Association activities of the contract worker employed by the agency are allowed inside the ICAR-CMFRI Campus.
 23. The contractor/ agencies liable to pay the wages to the contract staff as per the contract. It is also mandatory on the part of the contract agency to remit ESI, EPF contribution etc. at the prescribed rate and submit the proof to the office without fail along with monthly bill.
 24. **The Agency shall ensure the payment of wages to the persons deployed at this Institute by e-banking to their accounts on or before 5th of every month without waiting for payment from Institute.**
 25. Agency should provide the wage slip to the deployed persons.
 26. The contractor has to maintain all the relevant registers viz., daily attendance registers of Manpower engaged, wage registers with signatures, monthly contribution of EPF & ESI registers. The firm has to produce all such registers as and when required by the officer / Labour Commissioner or its authority.
 27. The contract shall normally be awarded for a period of One year from the date of award of work contract which may be extended for another period of one year or more or any shorter period that may be decided by the Director, CMFRI. In case of shortcomings or deficiencies are noticed during the currency of the contract period or any other contractual dispute, the contract can be terminated given by a fortnights' notice. The decision of the Director, CMFRI in this regard shall be final/ binding.
 28. Tax etc. applicable or made applicable after awarding the contract in respect of this contract shall be payable by the contractor and ICAR-CMFRI will not entertain any claim whatsoever in this respect. However, tax which is as per the rules of the Govt. shall be deducted at source from monthly bills of the successful Tenderer, as per rules/instructions made applicable from time to time by the Government.
 29. The contractor/agency shall not replace the deployed persons at random. This shall be done with the prior knowledge of the Institute and full particulars of the contract staff so deployed shall be given to the Institute.
 30. The Contractor/ Agency must deploy adult labourers only as per the Government of India rules.

31. Eligibility Criteria: -

- i) Each bidder shall submit only one bid for one RfP (Request for proposal). The system shall consider only the last bid submitted through the e-Procurement Portal/ GeM.
- ii) A consistent history of litigation or arbitration awards against the applicant may result in disqualification

32. Financial Criteria: -

- i) Annual Financial Turnover of the agencies during the last three years, ending 31st March 2024-2025, should be minimum 10 Lakhs

33. Liquidated Damage Clause for delay in performance or non-performance: -

The Service Provider shall liable to pay liquidated damages to the Procuring Entity at the rate per day as below for delay in performance or non-performance.

- i) 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. It will be brought to the notice of the supervisory staff of the firm by CMFRI and if no action is taken within six hours liquidated damages clause will be invoked.
- ii) 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.

34. The copies of the following documents are required to be enclosed with the Tender form.

- (i) Up-to-date Registration Certificate issued by the concerned Government Agency as per Contract Labour (Regulation and Abolition) Act, 1970. (Proof to be attached).
- (ii) MSME Registration, if applicable (Proof to be attached)
- (iii) Proof of Experience for the years (i.e., 2021-22, 2022-23 & 2023-24) in similar nature of contract in various Government Departments / PSU (Proof to be Attached)
- (iv) IT returns and turnover certificate certified by the Chartered Accountant for the financial years (i.e., 2022-23, 2023-24& 2024-25) and at least 10 lakhs minimum per annum (Proof to be attached)
- (v) EPF Registration Certificate (Proof to be attached)
- (vi) ESI Registration Certificate issued by Govt etc., (Proof to be attached)
- (vii) PAN Number (Proof to be attached)
- (viii) GST Registration details (Proof to be attached)
- (ix) **The bidder must not be blacklisted by ICAR-CMFRI or any other ICAR institutes/ educational/R&D/Govt Organizations. A certificate of undertaking to this effect**

duly attested by the Notary within 6 months from the date of publishing of this bid on a non-judicial stamp paper of Rs.100 must be submitted. (Proof to be attached)

- (x) The contracting agency should have office functioning at Kerala. Contracting agencies within the state is 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. Address of the Registered office in Kerala (Proof to be attached)
- (xi) Scanned copy of Bank account details (Proof to be attached)
- (xii) Acceptance Letter as per Annexure (III)
- (xiii) Details of the Firm Annexure (VI)

- 35. Successful Tenderer will have to enter into a detailed contract agreement with CMFRI on non-judicial stamp paper of Rs.500/- within 15 days from the date of receipt of the work order along with biodata of the deployed personnel in the prescribed format .
- 36. Safety aspects in workplaces must be followed as per relevant standards and codes. Any accident, damage, or fatality due to negligence will be the sole responsibility of the contractor.
- 37. The award of bid and its terms and conditions will be subjected to any further guidelines issued by the Govt. of India/ICAR/Director CMFRI.

38. Payment terms:

- a. The agency shall submit monthly bills along with list of guards engaged with proof of depositing the wages amount to their accounts.
 - b. From the 2nd month onwards, the agency must provide the details of the individual account numbers of EPF/ ESI and the contribution made in their accounts pertaining to the previous month, only then the subsequent bill of the agency will be passed for payment.
 - c. The Agency will make payment to the contract staffs on a monthly basis as per the labour act 1970 and any changes there off by 5th without waiting for payment from Institute each month in the form of cheque/electronic transfer.
 - d. The Institute shall make payment by e-banking in the bank account of the agency after deducting applicable taxes at source only if all the above clause are compiled and subject to satisfactory performance/delivery of contracted job/work/services.
 - e. Copies of documents such as deposit challan along with list of guards showing deposit of ESIC, EPF, GST with the concerned agencies are also to be submitted along with the bill.
- 39 . The agency has to discharge all the legal obligations of contract staffs in respect of their Wages and other service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz., statutory obligations under Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act etc. The agency has to indemnify and keep indemnified the Institute, from any claims, loss or damages that may be caused to the Institute on account of the Agency's failure to comply with their obligations under the various laws towards their workers employed by them or any loss/damage caused to the Institute due to the acts/omissions of the agency or contractor.

40. The Agency has to get all the engaged employees insured against any liability arising under the Workman's Compensation Act or under the common law. The Agency is to agree to indemnify against any claim that the Institute may have to meet in respect of their staff members and / or workman/ employees on account of any accident or for any other reason.
41. Five percent (5%) of the awarded value of the work order has to be deposited as Performance Security in the form of Fixed Deposit Receipt from a Commercial Bank or Bank guarantee shall be valid for a period of 60 days beyond the date of completion of all contractual obligations 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.
42. No interest on Security Deposit and Earnest Money Deposit shall be paid by the ICAR-CMFRI to the tenderer.
43. The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the Annexure to the tender 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 or the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be a partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the firm if it is a company.
44. The successful Tenderer shall submit the bill(s) to The Director, ICAR-CMFRI on or before 5th of every succeeding month. The Agency shall ensure to deposit EPF, ESI etc. of the contract workers in time. While submitting the bill(s) to the office for a particular month, the agency shall ensure to submit the following documents also.
- (a) A copy of the Payment confirmation receipt and Challan of the dues paid to the EPF office, ESI, GST & other authorities, as applicable, in the preceding month, otherwise, bill will not be processed.
 - (b) Bank statement on payment made to the contract staffs
45. The Director, ICAR-CMFRI reserves the absolute right to accept or reject any or all quotations either in part or in full without assigning any reason whatsoever.
46. Institute complies with the provisions of RTI Act, 2005. All information provided by the Tenderers under this Tender is liable to be disclosed.
47. No conditional bid will be accepted. The EMD will be refunded to the unsuccessful bidders as soon as possible after a decision has been taken on the Tender and to the successful bidders after furnishing the required security deposit for the contract.
48. 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 ICAR-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.

49. The service provider's personnel shall not claim any benefit/ compensation/ regularization/ absorption of services from the Council 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 ICAR-CMFRI.
50. The damage caused, if any, to ICAR-CMFRI property through the acts of the firm and/or by its workers shall be made good by the agency and decision 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 its properties, designated officials or other employees, the contractor shall be liable to make good the loss or pay compensation, refund expenditure on legal/judicial proceeding as well as pay penalty which the Director, ICAR-CMFRI may deem fit.
51. The contractor shall keep himself fully informed of all acts and laws of the Central and State Government, all orders, decrees of statutory bodies, tribunals having jurisdiction or authority, which in any manner may affect their engaged & employed staff and anything related to carry out the work. All the rules & regulations & 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.
52. The contractor shall be responsible for all injury and accident to contract staff employed by him while on duty. It is desirable that all contract staff are covered under an insurance cover and as per various acts and laws governing the same.
53. In the event of any loss being caused to the ICAR-CMFRI on account of the negligence of the duty by the Agency/Contractor's employees, the Agency/Contractor shall make good the loss sustained to the ICAR-CMFRI either by replacement or on payment by adequate compensation.
54. The ICAR-CMFRI reserves the right to ask and requires the contractor to remove any contract staff deployed by the contractor without assigning any reasons/notice.
55. The duration of the contract shall be initially for **one year** and extendable for **one** more year on year-to-year basis on the same rate, terms & conditions if the performance of agency is found satisfactory. The contract can be terminated even earlier by giving one month's prior notice by either party in writing on account of any of the following reasons: i) On account of unsatisfactory performance ii) Breach of contractual clauses(s) iii) Persistently neglecting to carry out obligations under the contract iv) Issues relating to payment of wage, EPF, ESI, GST etc.
56. The payment from CMFRI will be made to the agency on reimbursement basis. In the sense if contract is w.e.f. 1st July 2025, July 2025 wage month will be the first month and August 2025 wage month will be second month and so on. Wages of first month is to be made from Agency's side on or before 05th of 2nd month i.e. August 2025. Bill of 1st wage month shall be submitted by the agency for reimbursement during 1st week of 2nd month along with pay slip copy and proof of account transfer of wages, EPF & ESIC to the personnel pertaining to 1st wage month. Bill of 2nd wage month shall be produced by the agency for reimbursement during 1st week of 3rd month along with the pay slip copy and proof of account transfer of wages, EPF, ESIC to personnel pertaining to 2nd wage month. This cycle shall continue till the contract is over.

57. All the contract staff deployed shall carry identity cards issued by the agency.
58. The contractor is responsible for the behavior and conduct of their workmen; hence, they should be properly educated and controlled.
59. All of the contractor's staff shall follow the rules, regulations, and procedures on the site premises. The contractor must ensure that all the contract staff are aware of the same.
60. In case of leave requests, staff must inform the concerned in-charge at least two days in advance.
61. If any staff member deployed by the contractor intends to leave the job, a minimum of one month's prior notice must be given to the concerned in-charge. Furthermore, it is the contractor's responsibility to fill the vacant position within the stipulated time.
62. It is the contractor's full responsibility to deploy qualified staff with hands-on experience in the relevant work.
63. In accordance with O.M. No. 29(1)/2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance, bids quoting 'Nil' consideration/service charges shall be treated as unresponsive and will not be considered.
64. That no right, much less a legal right shall vest in the contract workers to claim/have employment or otherwise seek absorption in the ICAR-CMFRI nor the contractor workers shall have any right whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the employees of the ICAR-CMFRI. The contract staff will remain the employees of the Agency/Contractors and will be the sole responsibility of the Agency to make it clear to their worker before deploying on work at ICAR-CMFRI. There is no employer and employee relationship between the contract staff of the service provider and the ICAR-CMFRI and further that the contract staff of the service provider shall not claim for any employment or absorption in the ICAR-CMFRI by virtue of their engagement for this work.



(Assistant Administrative Officer (Cdn))

TENDER ACCEPTANCE LETTER

Date:

To:

The Director
ICAR-Central Marine Fisheries Research Institute
Ernakulam North (P.O), P. B. No.1603
Kochi, Ernakulam - 682018

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from the web site(s) namely:www.gem.gov.in.
2. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
3. **I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(S) / corrigendum(s) in its totality / entirety.**
4. I / We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/Public sector undertaking.
5. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization 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 fully said earnest money deposit absolutely.

Yours Faithfully,

Authorized Signatory
(Signature of the Bidder, with Official Seal)
Email id for correspondence.

PARTICULARS OF QUOTING FIRM

1.	Name of the Firm	:	
2.	Full address with Phone no, Email Id etc.,	:	
3.	Name of the Proprietor / Partner	:	
4.	PAN No of the Firm (Enclose copy)	:	
5.	GST details of the Firm (Enclose Copy)	:	
6.	EPF Registration No of the Firm (Enclose copy)	:	
7.	ESI Registration No of the Firm (Enclose copy)	:	
8.	Details of work experience in Central/State Govt. establishments//Autonomous bodies/ Corporation (enclose copy)	:	
9.	Name, A/c. No, IFSC code and full address of the Bank	:	
10.	Name & contact number of the Representative visiting at ICAR- CMFRI, Kochi in connection with the contract.	:	
11.	Address of Registered Office in Kerala (Attach Proof)	:	

Date:

Place:

AUTHORISED SIGNATORY WITH SEAL

Pre-Qualification Criteria Sheet / Check List**Name of the Firm with Full Address: -**

Name of the Firm	:	
Tender Reference No.	:	
Name of the Tender/Work	:	

Check List		
Sl No	Particulars	Submitted (Yes / No)
1.	Up-to-date Registration certificate issued by the concerned Government Agency as per Contract Labour (Regulation and Abolition) Act, 1970. (Proof to be attached)	
2.	MSME registration of firms should be as per the relevant category of services required.	
3.	Proof of Experience for the years (ie., 2022-23, 2023-24 & 2024-25) in similar nature of contract in various Government Departments / PSU (Proof to be attached)	
4.	IT returns and turnover certificate certified by the Chartered Accountant for the financial years (ie., 2022-23, 2023-24 & 2024-25) and at least 2.00 Cr minimum per annum. (Proof to be attached)	
5.	EPF Registration Certificate (Proof to be attached)	
6.	ESI Registration Certificate issued by Govt., etc (Proof to be attached)	
7.	PAN Number (Proof to be attached)	
8.	GST Registration details (Proof to be attached)	

9.	The bidder must not be blacklisted by ICAR-CMFRI or any other ICAR institutes/ educational/R&D/Govt Organizations. A certificate of undertaking to this effect duly attested by the notary within 6 months from the date of publishing of this bid on a non-judicial stamp paper of Rs.100/- must be submitted. (Proof to be attached)	
10.	The contracting agency should have office functioning at Kerala. The firm's affidavit/certificate stating the geographic presence of physical office Kerala must be furnished in the technical bid. OR last 3 month's electricity bills/telephone bills may be furnished (Proof to be attached)	
11.	Scanned copy of Bank account details (Proof to be attached)	
12.	Acceptance Letter as per Annexure (V) (Copy to be attached)	
13.	Details of the Firm Annexure (VI) (Copy to be attached)	

Firm has to quote the service charges and GST as applicable for manpower services.

The service charge cannot be 'Zero' and should be equal to or more than the rate fixed by government.

AGREEMENT (SPECIMEN)

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 staff deployed by it for providing the services and gate security purposes and get their character and antecedents verified from the Police Authorities.
4. All staff 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 staffs 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 FIHSEIRES RESEARCH INSTITUTE shall have the rights to ask for the removal from the Institute premises any guard considered by the Institute to be incompetent, disorderly or any other reason and such guard 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.
8. Monthly consolidated charges for job/work contract for providing..... Services at CENTRAL MARINE FIHSERIES 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/TDS on GST wherever applicable 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 staffs engaged, which they shall wear while on duty (optional).
12. The firm shall issue identity card to each of the staffs 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 will cancel the contract immediately and without prior intimation.
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. The EPF shall be reimbursed @13% of minimum wage (including Admn. & EDLI charges) subject to maximum wage of Rs.15,000/- as per EPFO Notification No.Actuarial/18(2)/2008/Vol.III/7738 dated 29.08.2014.
17. The ESI shall be reimbursed @ 3.25 % of minimum wage subject to maximum wages for Rs.21,000/- as per Ministry of Labour and Employment, New Delhi Notification dated 22/12/2016.
18. If there is any notification from Govt. of India regarding revision of minimum wages of contract work in the concerned field, the competent authority will revise the work order on the condition that the existing rate in the work order should be less than the revised minimum wages. Further no increase in the service charges will be admissible.
19. 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 FIHSERIES 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. Undertaking to this effect from the employees/workmen of the Firm will be submitted to the concerned authorities within one month of commencement of the contract.
20. 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.
21. Under no circumstances, the one part/first party shall be made liable for additional monetary involvement than what has been mutually agreed.
22. 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.
23. The firm shall not transfer its right or sub-contract to no one else.
24. The Firm or its guards shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
25. 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.
26. In case of any accident/loss of life of the guards during discharging duties compensation to be given to the workers, the same shall be borne by the firm.

27. 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.
28. The firm shall provide a Co-Ordinator for immediate interaction with the organization.
29. The contractor must disburse the wages / salary to the contractual staff on or before 5th of every month through e-banking to their account without waiting for payment from the Institute.
30. 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.
31. 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 Assistant Administrative officer (Cdn), CMFRI, Kochi - 18.
32. The terms and conditions and schedule of work as stipulated in the tender notice and enclosed, shall be part of the agreement.
33. Three percent (3%) of the awarded value of the work order has to be deposited as Performance Security in the form of Account payee DD, Fixed Deposit Receipt from a Commercial Bank or Bank guarantee shall be valid for a period of 60 days beyond the date of completion of all contractual obligations 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.

PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE

- i. 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. It will be brought to the notice of the supervisory staff of the firm by CMFRI and if no action is taken within six hours liquidated damages clause will be invoked.
- ii. 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 FISHERIES 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

Signature:

Name & address of the firm.

For the Institute

Witness:-

1.
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.....
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2.
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