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भारत सरकार/Government of India
 कृषि एवं किसान कल्याणमंत्रालय/Ministry of Agriculture & Farmers Welfare
 पशुपालन, डेयरी एवं मत्स्यपालन विभाग
 Deptt. of Animal Husbandry, Dairying & Fisheries
 राष्ट्रीय मात्स्यिकी पोस्ट हार्वेस्ट प्रौद्योगिकी तथा प्रशिक्षण संस्थान
National Institute of Fisheries Post Harvest Technology & Training
 पी.बी.सं/P.B.No.1801, कोच्ची/Kochi-682016

NOTICE INVITING TENDER FOR

"Engagement of Processing workers (approx. 20 No's) on contractual basis at

NIFPHATT-Cochin.

NIT No :A1/2-3/2015

A1/2-3/2015

Date: 28.02.2017

Important Dates

Start Date & Time for downloading of E-Tender documents	:	28.02.2017 – 17:00 hrs.
Last Date & Time for downloading of Tender documents	:	08.03.2017 – 15:00 hrs.
Last Date & Time of Submission of e-Tender	:	08.03.2017– 15:00 hrs.
Date & Time of opening of e-Tenders	:	09.03.2017 – 15:30 hrs.
Last Date & Time for submitting Original Tender documents (Including original DD of EMD and Tender fee)	:	08.03.2017 – 15:30 hrs.

Website for online bid submission: <https://eprocure.gov.in>
 Kindly Note That Only Online Bid Will Be Considered Against This Tender

Contacts:

Dr. Jai Singh Meena, Dy. Director, Ph.No 0484-2361317, email:ifpchn@nic.in/niffatkochi@yahoo.in
 Shri.P.V.Ravindran Nair, Accouns Officer Ph.No.04842352172

THIS TENDER DOCUMENT CONTAINS:

Sl.No.	Documents	Item Details	Pages
1	Annexure-I	Tender Notice	Page 2 to 4
2	Annexure-II	General instructions for Tenderers	Page 5
3	Annexure-III	Proforma of Agreement	Page6 to 8
4	Annexure- IV	Process compliance form/Acceptance Letter	Page 9

Annexure-I**TENDER NOTICE**

Name of the work :“Engagement of Processing workers (approx. 20 No’s) on contractual basis at NIFPHATT-Cochin.

NIT No :A1/2-3/2015

1. Online tenders are invited for undertaking the work of Engagement of **Processing workers (approx. 20 No’s) on contractual basis** at National Institute of Fisheries Post Harvest Technology and Training ,NIFPHATT ,Fine Arts Avenue , Cochin-16 for one year.
2. The rate for each worker shall be quoted separately. The contract will initially be for a period of one year subject to satisfactory performance. However, the NIFPHATT will have option to terminate the contract at any time with one week notice during the tenure of the contract. The charges for carrying out the above work should be quoted, duly indicating the monthly rate per head. The contract rate may be quoted to meet the statutory obligation as required under the law with respect to the minimum wages Act/ Minimum wages notified by the Govt. of Kerala from time to time. Provident Fund, Bonus, E.S.I contributions, service charges etc. and the Institute will not have any liability on the same. Income tax, educational cess and other taxes applicable due to nature of work will be deducted from the bill amount submitted by the contractor. However service tax will be paid extra as per prevailing rules in force.
3. Intending tenderer is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude.
3. An agreement on a stamp paper worth Rs.100/- at the cost of the successful bidder in the proforma furnished (enclosed as annexure II) by the NIFPHATT shall be executed. There shall be no mention of any wage agreement between NIFPHATT and the persons on contract
4. Earnest Money of **Rs60,000.00**and Tender Fee of **Rs 520.00** in the form of Demand Draft drawn in favour of Accounts Officer, NIFPHATT, Cochin – 16 of any nationalized bank/scheduled Bank payable at Ernakulam shall be scanned and uploaded to the e-tendering website within the period of tender submission and original should be deposited in office of NIFPHATT, Cochin – 16.
5. All original Tender documents signed and stamped with all relevant copies as specified in an envelop mentioning the name of work, date & time of opening of tenders and to be submitted in the office of NIFPHATT, Cochin – 16 on or before the period mentioned above.
6. Online tender documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit, Cost of Tender Document and other documents placed in the envelope are found in order.
7. The contractor, whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the prescribed number of days of the issue of letter of acceptance. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Demand Draft of any scheduled bank/Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated above including the extended period if any,

the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

8. Intending Tenderers are advised to inspect and examine the site/work and its surroundings and satisfy themselves before submitting their tenders as to the nature of the work and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The materials required for cleaning such as broom, brushes, detergents etc. will be provided by the Department. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
 9. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
 10. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
 11. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
 12. No Engineer of gazette rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
 13. The tender for the supply of workers shall remain open for acceptance for a period of sixty (60) days from the date of opening of tenders, if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.
 14. This notice inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall within 10 days from the stipulated date of engagement of workers, sign the contract consisting of:-
 - I. The Notice Inviting Tender, all the documents including additional conditions, if any, forming part of the tender as uploaded at the time of invitation of tender and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - II. Agreement executed between the Contractor and Department.
3. List of documents to be scanned and uploaded within the period of Tender submission.
- a. Scanned copy of reference in respect of EMD.

- b. Scanned copy of reference in respect of TENDER FEE.
 - c. Tender Documents digitally signed.
 - d. Schedule of Quantities in xls format file duly filled & digitally signed without changing the name of file.
 - e. Scanned copy of PAN
 - f. Scanned copy of VAT/Sales Tax registration/Service tax, PF/ESI.....etc.
 - g. Scanned copy of Experience of manpower supply/Similar field & Registration with CPWD/State Govt. departs..etc.
17. Any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of NIFPHATT, Kochi then the bid submitted shall become invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.

**Sd/-
Director**

Annexure-II**GENERAL INSTRUCTIONS TO THE TENDERERS**

Name of the work :Engagement of Processing workers (approx. 20 No's) on contractual basis at NIFPHATT-Cochin.

NIT No :A1/2-3/2015

e-Tendering Procedure: The e-tendering procedure shall be carried out through submission of online tenders only. No offer in physical form will be accepted and any such offer if received by NIFPHATT will be outrightly rejected. Tender documents can be downloaded from our website www.eprocure.gov.in. Bids are to be submitted on website www.eprocure.gov.in.

The bidders should have a **valid digital signature certificate** issued by any of the valid Certifying Authorities to participate in the online tender.

The bids shall be uploaded in **Single Bid System (Part-ITechnical& Price Bid)** in electronic form only through e-tendering system on www.eprocure.gov.in.

Note: e-Procurement system does not allow submission of documents after due date of tender. Incomplete form or non-submission of documents to verify details may result into rejection of your offer and no communication shall be done for submission of documents.

- a) E-Tenders not received in time or in any way incomplete are liable to be rejected summarily and no correspondence or whatsoever will be entertained.
- b) Tender stipulating any subjective clause or incomplete in any respect is liable to be rejected. Tenderers are advised to seek clarifications on any of the clauses of terms and conditions before hand, if necessary.
- c) Telegraphic offers will not be accepted under any circumstances.
- d) This tender has been issued by the Director, NIFPHATT, Cochin – 16 being the authorized competent authority (for and on behalf of the President of India).

Sd/-

ANNEXURE III

AGREEMENT

This agreement is entered into this day of between represented by herein after called the 'Party' on the one part and the National Institute of Fisheries Post Harvest Technology and Training, P.B. NO. 1801, Cochin - 16 represented by the Director, National Institute of Fisheries post Harvest Technology and Training (NIFPHATT), Cochin - 16 hereinafter called 'NIFPHATT' on the other part.

Now this agreement witnesses as follows:-

- 1) In consideration of the remuneration payable by the NIFPHATT to the Party as outlined in the clause 7 herein, the Party undertake to carry out Processing work under the supervision of the Supervising Staff of NIFPHATT in all the Processing Plants and attend to all the work related to processing as instructed from time to time.
- 2) The Party shall provide services of twenty processing workers to carry out the work satisfactorily during the time from 9.00 hrs in the morning to 17.00 hrs in the evening as and when required. If need arises staggered working hours also may be arranged from 10.00 hrs in the morning to 18.00 hrs in the evening. Any change in the timings of shifts and the number of workers per shift will be finalized by NIFPHATT and the decisions of the Director, NIFPHATT in this matter will be final and binding on the Party.
- 3) The Party shall ensure full complement of Processing Workers at all times. The agency will be intimated one day before the requirement of Workers.
- 4) The Party will provide the Processing Workers with a white working dress, a plastic apron, head gear and mouth gear. Knives will be provided by the NIFPHATT.
- 5) The party will provide women Processing Workers who should be medically fit, energetic and should have a basic knowledge of the Processing work. They should also be able to speak and read local language. Complete BIO-DATA of the Processing Workers should be submitted and got approved before their engagement. The Party undertakes that they vouch for the integrity of the Processing Work so engaged.

(Contd....2)

- 6) This agreement will be in force from and upto and is liable to be terminated by the NIFPHATT at any time giving one month notice in writing. In the event of such termination, the remuneration payable by NIFPHATT to the party shall be in force up to the day of its termination.
- 7) The Party shall be paid at the rate of Rs...../- per head, per day, for the number of Processing Worker engaged as per the requirement.
- 8) The payment made to the Party for engaging Processing Workers is exclusive of Tax and other charges. The NIFPHATT agrees to pay the party by the 10th day of each month on submission of bill in triplicate duly pre receipted on or before 3rd of each month. The payment will be made by cheque/e-payment.
- 9) The Party shall arrange for maintenance of registers/books and forms as are found necessary for the efficient performance of the Processing work undertaken herein. A duty register indicating the names of the Processing Workers on duty should be available for inspection at all times at the Processing Section of NIFPHATT.
- 10) The Processing Workers provided by the Party shall be the employees of the Party and not of the NIFPHATT, and all liabilities of the workers rest with the party.
- 11) The Party undertake to comply with and discharge all obligations/liabilities under various labour laws like Workman's Compensation Act / Employees State Insurance Act/ Employees Provident Fund Act, Contract Labour (Regulation and Abolition) Act, Minimum Wages Act. Etc. or any modification thereof or under any State/Union Legislation in respect of his employees/workers engaged by him in performance of his obligations under this Agreement.
- 12) Salary, wages and other Statutory obligations and amenities.

The Contractor shall meet the following statutory obligations as required under the law and the NIFPHATT will not have any liability.

Salary/ Wages and allowances as applicable.

Provident Fund

Bonus

ESI if applicable

Any other benefits due to nature of job.

Income tax, Service tax and other taxes if any.

- 13) Any of the Processing workers provided by the Party whose work or conduct is found unsatisfactory by the NIFPHATT shall be replaced immediately at no cost to the NIFPHATT. The party undertakes to rotate the Processing workers periodically in

consultation with NIFPHATT. The engagement of each Processing Worker at a time should normally not exceed three months.

- 14) The workers will maintain discipline and decorum inside the Institute premises for which the party will be responsible.
- 15) The Director, NIFPHATT or any other designated Officer of the NIFPHATT will be the person authorised by the NIFPHATT to give instructions concerning the Processing Work, procedures for movement of men and materials, etc. Similarly the Party must report all matters to the said designated Officer.
- 16) The party shall indemnify the NIFPHATT for any loss, damage, deterioration or loss of product or materials or property arising from any act or negligence on the part of the Processing workers and suffered by the NIFPHATT. The NIFPHATT's decision with in regard to the amount of loss, damage suffered shall be final and binding on the Party. The NIFPHATT shall be entitled to deduct the amount of loss/damage suffered by the NIFPHATT from the amounts payable to the Party.
- 17) The Party shall ensure that none of the Processing Workers provided by them will be a member of the Trade Union of the employees of the NIFPHATT or take any interest in Trade Union activities of the employees of the NIFPHATT.
- 18) If any time the Party fails to fulfill their obligations of providing Processing Workers and/or fails to carry out Processing works satisfactorily in terms of and under this Agreement, then the NIFPHATT will have the right to make suitable alternative arrangement and the cost of the same will have to be reimbursed by the Party failing which the NIFPHATT shall deduct the same from the amounts payable to the party. Any amount still remaining payable will be recovered through appropriate measures as deemed fit by the NIFPHATT.

In the event of any dispute arising between the parties, the decision of the Director will be final and binding on the Party and NIFPHATT.

Director

Proprietor

For NIFPHATT
Government of India
Ministry of Agriculture and farmers welfare
Deptt. of Animal Husbandry, Dairying,
and Fisheries,
Foreshore Road, Cochin - 682 016

Witness:

1.

2.

Process Compliance Form/Acceptance Letter

(Tenderers are required to print this on their company's letter head and sign, stamp before uploading in Packet-1 of Part-I bid)

To

National Institute of Fisheries Post Harvest Technology & Training, P.B.No.1801, Foreshore Road, Kochi-682016.

Name of the work :Supply of Processing workers (approx. 20 No's) on contractual basis at NIFPHATT-Cochin

NIT No : A1/2-3/2015

Attention:

Sub: Acceptance to the Process related Terms and Conditions for the e-Tendering

Dear Sir,

This has reference to the Terms & Conditions for e-Tendering mentioned in theNIT

We hereby confirm the following:

1. The undersigned is authorized representative of the company.
2. We have carefully gone through the NIT, Tender Documents and the Rules governing the e-tendering as well as this document.
3. We will honor the Bid submitted by us during the e-tendering.
4. We give undertaking that if any mistake occurs while submitting the bid from our side, we will honor the same.
5. We are aware that if NIFPHATT has to carry out e-tender again due to our mistake, NIFPHATT has the right to disqualify us for this tender.
6. We confirm that NIFPHATT shall not be liable & responsible in any manner whatsoever for my/our failure to access & submit offer on the e-tendering site due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, digital signature certificate or any other unforeseen circumstances etc.

With regards

Signature with company seal

Name

Company/Organisation

Designation within Company/ Organisation

E-mail ID:

Tel No:

Mobile No: