NOTICE INVITING TENDER

Directorate of Cashewnut and Cocoa Development, Kera Bhavan, Kochi - a subordinate office under the Union Ministry of Agriculture and Farmers Welfare (Department of Agri, Co-opn & FW), Kochi, Kerala invites sealed tenders from reputed service providers for supply of man power during the year 2020-21.

The complete tender documents will be available for free download in the official website of the Directorate (https://dccd.gov.in) and Central Public Procurement Portal of Government of India (https://eprocure.gov.in/epublish/app)

The sealed tenders containing separate covers of technical and financial bids addressed to the ‘Director, Directorate of Cashewnut and Cocoa Development, Kera Bhavan, Kochi-11 and superscribed with ‘Man Power supply-DCCD’ with reference No.ES.15/A05/2020-21 must reach on or before 04.09.2020.

Tenders, duly filled in, will be received up to the stipulated date and time. The Directorate reserves the right to postpone/extend the date of receipt/opening of tenders or to withdraw/cancel the tendering process at any stage without assigning any reason thereof.

1. Eligibility conditions for the bidder

The following shall be the minimum eligibility criteria to be fulfilled by the bidder. The bidder meeting following conditions may submit their details in Annexure-I alongwith all supporting documents. Financial bids of those bidders who fulfill technical conditions shall only be considered. The financial bids may be furnished in Annexure-II format indicating rate for per person/per month, alongwith bid security/(EMD).
a) Registration: - The agency must be an authorized agency registered with Income Tax, GST, EPFO, ESIC and also under labour laws. Proof to be attached.

b) Experience: - The bidder should have at least two years’ experience in providing man power to Central/State Departments/PSUs/autonomous & statutory bodies/Corporations/other reputed firms/organisations. (Documentary proof to be attached).

c) The firm should be neither blacklisted by any Government Dept., nor is any criminal case registered/pending against the firm or its owner/partners anywhere in India.

d) The bidder should give self-declaration certificate for acceptance of all terms and conditions of tender document and undertaking in Annexure-III.

e) Office – Should have a functional office in the State of Kerala with all relevant contact details. (Phone No/ Fax No./E mail/postal address/name of contact person etc to be provided)

II. Scope of Work & other requirements

<table>
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<tr>
<th>Sl No</th>
<th>Category/position</th>
<th>Scope of work</th>
<th>Educational qualification / experience &amp; other requirements</th>
<th>Age Group</th>
<th>No. of person required</th>
</tr>
</thead>
</table>
| 1.    | Field Assistant   | 1. Field visit to plantation sites of Cashew and Cocoa in various States and interacting with state level agencies/farmers for ensuring timely implementation of DCCD Schemes.  
2. Providing minimum technical inputs/assistance to programme beneficiaries in farmer’s fields/sites and collection of forms/documents/papers.  
4. Furnishing progress reports/tour reports/inspection reports in the format and manner as may be prescribed by the Directorate from time to time.  
5. Rendering assistance and co-ordination in conducting various field level events and programmes of Directorate.  
6. Attending office work relating to above while on office duty. | 1. Bachelor’s Degree in Science from recognized University  
2. One year experience in field level work in any central/state/local Govt./semi Govt./autonomous/statutory organisations.  
3. Basic computer knowledge. | Between 25 to 45 years as on 01.01.2020 | 01 |
| 2.    | Sweeper (part time-05.30 Hrs) | Daily cleaning and sweeping of office premises of Directorate (indoor area of 8th & 9th floors of Kera Bhavan), including corridors, stairs, toilets, rooms & cabins etc. | 1. Must be literate  
2. Must be healthy and of good physique to carry out cleaning work | Between 18 to 55 years as on 01.01.2020 | 01 |
III. General Terms & Conditions

1. The service provider is required to submit the complete Rates/Quotations only after satisfying each and every condition laid down in the Tender document. The successful bidder shall enter into an agreement in stamp paper with the Directorate.

2. Any tender with conditions other than those specified in the documents is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.

3. The contract will be awarded for one year from the date of signing of agreement. The contractor shall not, except with the prior approval or consent of the Directorate, enter into a sub contract for supply of manpower.

4. In case two or more bidders offer same percentage of service charge, then criteria like turnover of the firm, past experience, credentials, past performance, suitability or any other relevant factors as deemed fit by the evaluation committee shall form the basis of award. The financial bid shall be evaluated based on total financial involvement for two positions. The decision of the competent authority in this regard shall be final and binding. If a bidder quote ‘NIL’ charges/consideration, the bid shall be treated as unresponsive and that bid will not be considered.

IV. Bid security and Performance security

5. All bidders who submit bid shall enclose with the tender a Demand Draft for Rs.5000/- (Rupees Five Thousand only) drawn in favour of Director, ‘Directorate of Cashewnut & Cocoa Development, Kochi’ as bid security along with the bid. The bid security is to remain valid for a period of 45 days beyond the final bid validity period. After completion of the bidding process, the bid security of unsuccessful bidders will be returned in person or by post. Bidders who are submitting their bids without bid security shall be excluded from consideration. The details of bid security/(EMD) may be submitted in Annexure-IV.

6. The bid security of successful bidder will be retained by the Directorate till a performance security, which will be 5% of the annual value of the contract (to be rounded to next multiple of thousand), is furnished in the form of an account payee Demand draft/Bank Guarantee from a commercial bank and an agreement is executed within five (05) days of being called upon to do so. The performance security should remain valid for a period 60 days beyond the date of completion of all contractual obligations and will be released during/after this period. No interest is payable on EMD/performance security.

7. The exemption from furnishing the bid security will be allowed to the extent permitted in Rule.170 of GFR,2017. The claim for exemption from furnishing bid security should be submitted along with bid document and to be supported by relevant documents/certificates issued by proper authority clearly indicating category of product/service entitled for exemption.
V. **Special Terms & Conditions.**

8. The bidder shall quote their rates as Service Charges per month/per person in **Annexure-II**. This amount of Service Charges will be paid in addition to Minimum Wages and VDA along with statutory payments (i.e. ESI, EPF, GST) actually paid on monthly basis.

9. The bidder has to add whatever cost required only in service charge. Apart from service charge quoted in **Annexure-I**, the contractor will not be entitled to any payment, whatsoever, in the form of Registration fee, entry fee, ID card fee etc. The bidder who quote unrealistic rate of service charge shall be excluded from further consideration.

10. The rates will be valid for the entire duration of contract from the date of entering the contract and no cost escalation is permissible. However, in the case of revision of minimum wages, VDA or any other statutory charges, contractor may request in writing with supporting documents for enhancement, which will be considered and agreed, if found feasible.

11. Before deploying the personnel the contractor shall get name, age, parentage, qualification, experience, ID proof, Bank account details, permanent and residential address etc of the person duly verified and furnish certified copies of the same to the Directorate. The contractor shall also keep the Directorate informed of the changes in the address of the person as and when same takes place during the currency of the contract. The police verification of character and antecedents the personnel is the sole responsibility of the contractor.

12. The personnel deployed by the contractor shall not be entitled for pay, allowances, perks, concessions, benefits and any other facilities which may be admissible to regular, temporary, casual, ad-hoc employees of this office, during the currency of the contract and also after its expiry.

13. The personnel deployed should be well experienced, well trained and in state of good health. They should be well disciplined and well behaved and bound to observe and abide by all instructions issued by the Directorate from time to time. Consumption of liquor, smoking and chewing tobacco is not permissible while on duty.

14. The personnel deployed for the position of Field Assistant should attend to work punctually from 9.00 AM to 5.30 PM. The personnel deployed for the position of Sweeper should attend to work from 7.30 AM to 1.00 PM with 15 mts. rest time. In the exigencies of work they are required to attend work on weekly holidays and national holidays for which no extra remuneration will be paid. The person deployed as Field Assistant shall also be deputed on tour to various states to monitor and report field level activities for which they will be suitably compensated by the Directorate. All deputed personnel shall be entitled for 08(eight) days casual leave in an year.
The deployment of personnel shall be purely on contract basis and the engagement does not confer either or the contractor or on the personnel deputed any claim, right or seniority in the Directorate for regular/temporary employment in any posts at any period of time.

The personnel deployed will have to mark his daily attendance in AEBAS of Govt. of India at the Directorate's premises. The personnel deployed will perform all the duties assigned and as specified by the Directorate from time to time. The contractor shall not change the deputed person without prior permission of the Directorate.

The personnel deployed will report to the officer in charge assigned by the Directorate i.e., Administrative Officer. If a particular worker is absent on any day, another person should be deployed in his place as a temporary replacement. For any absence exceeding the limit of casual leave and period of non-engagement, if any, proportionate reduction in monthly wages shall be made by the Directorate.

The contractor should not pay wages to deputed personnel at a rate less than those notified under minimum wages Act/Rules, from time to time. The contractor is bound to make payment of monthly wages on due date and in any case before 7th day of every month and produce documentary proof. There should not be any grievances in this regard from the personnel deployed.

The payment of share of EPF, ESIC and GST etc would be made by the contractor in the first place and then he will raise the bill with the Directorate for reimbursement. The Directorate will release the payment only on receipt of documentary proof from the contractor. TDS at applicable rate shall be deducted from the monthly payment. The deposit of EPF, ESI, GST etc with various authorities is the sole responsibility of the contractor.

Monthly bills shall be prepared and submitted by the Contractor on the basis of attendance entries in AEBAS maintained by Directorate. The Directorate will make the payment online as early as possible. There may be delay in payment to the Contractor by this office on administrative grounds. However, the contractor will have to pay the wages to the employees on due date as applicable under various labour laws/rules.

It shall be the sole responsibility of the Contractor to comply with the provisions of contract Labour (Regulation & Abolition) Act, 1970, Employees Provident Fund Act, 1952, Employees State Insurance Act, 1948, Minimum Wages Act, 1948, Workmen Compensation Act, 1923, as amended from time to time, and any other labour laws in force and this office shall not, in any way, be liable for the acts of omission and commission of the contractor which may contravene the provisions of any of the laws in force. The contractor shall obtain various labour licenses from state authorities required in this regard. The contractor shall be liable to defend, indemnify and hold the Directorate of Cashewnut and Cocoa Development, Kochi harmless from any liability which may be imposed by Central, State or local authorities by reason of violation of the contractor of any laws, regulations, rules and also from all claims, suits, cases and proceedings that
may be brought against the Directorate arising under or incidental to or by reason of work provided / assigned under this contract brought by the workers of the contractor.

22. The contractor shall get the worker deployed to be covered under various labour laws. The Directorate shall have no liability whatsoever in respect of the worker provided by the contractor. They shall not be employees of the Directorate under any law relating to the employment with the contractor. It is made clear that there shall be no master and servant relationship between the contractor and/or his workers and the Directorate. The Directorate shall not be responsible, financially or otherwise, for any injury or act of the worker of the contractor in the course of performance of their duties during the currency of contract/agreement.

23. The contractor shall keep the Directorate, both during and after the term of this agreement, fully and effectively indemnified from any loss or damage caused to the property of the Directorate by the worker provided by the contractor during the performance of his job as per the contract. The loss or damage caused, if any, shall be made good by the contractor at his own cost and in case he fails to make good the loss, the same shall be recovered from any money payable to him by the Directorate.

24. The contractor shall indemnify and shall keep this office indemnified against acts of omission or negligence, dishonesty or misconduct of the men / women engaged for the work and this office shall not be liable to pay any damages or compensation to such persons or to third party. All damages caused by personnel deputed shall be charged to the contractor and recovered from his dues/bills.

25. Contractor shall be fully responsible for theft, burglary, fire or any criminal or mischievous deed by his staff. Any loss due to any of above reasons shall be compensated by him in full. This office shall not entertain any claim arising out of mishap, if any, that may take place while discharging the duties by the personnel provided by the Contractor.

26. For whatsoever reasons, if a demand is made by the Directorate for additional man power during the currency of contract, the contractor shall be under an obligation to supply the same at accepted rate.

27. The contractor/service provider can inspect the office premises during any working days before submitting the bid and can also have a copy of work chart applicable to Sweeper(part time).

28. The sole owner/eustodian of the data collected and deliverables produced by the personnel deployed by the contractor during the currency of contract shall be the Directorate and will remain with the Directorate. The personnel deployed shall not, without prior written consent of the Directorate, utilize or disclose or part with to a third party, any part of the data or statistics or proceedings or information or any technical literature collected or acquired in connection with bonafide discharge of their duties during the period of contract. In no case they shall represent or give opinion or advice to others in any matter which is adverse to the interest of the Directorate nor will they engage in activity outside the terms of the contractual assignment.
29. Notwithstanding anything contained herein, the Directorate reserves the rights to terminate the contract by giving 30 days' notice in writing without assigning any reason therefore and without prejudice to the right of the Directorate to recover any amount due under this contract.

30. For all intent and purpose, the Contractor shall be the “Employer” within the meaning of different worker Legislation in respect of Manpower so employed and deployed in this office for contractual services. No person (s) assigned by the bidder shall have any claim for regular or Ad-hoc employment/absorption whatever in this Directorate either during the contract period or after its expiry.

VI Arbitration

31. In the event of any question, dispute/difference arising under this agreement or in connection with (Except as to matters the decision of which specially provided under this agreement) the same shall be referred to the sole arbitrator as approved by the Horticulture Commissioner, Govt. of India, Ministry of Agriculture & Farmers Welfare (DAC &FW), Krishi Bhavan, New Delhi. The award of the arbitrator shall be final and binding on both parties.

(Hindi version follows)

Distribution:-

1) DCCD Website (http://dced.gov.in)
2) CPPP Website (https://eprocure.gov.in/epublish/app)
3) Notice Board, DCCD, Kochi
4) All listed Service providers (By postal/E mail)
<table>
<thead>
<tr>
<th>S.No.</th>
<th>Item</th>
<th>Remarks</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>Name of Firm/Agency/Service provider</td>
<td></td>
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<tr>
<td>2.</td>
<td>Name of Proprietor /Director /Partners</td>
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<td>3.</td>
<td>Status of Firm/Agency/Service provider</td>
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<td></td>
<td>(i.e. Sole proprietor / partnership/ Ltd Company/ Others (please specify))</td>
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<td>4.</td>
<td>Registered Address of firm along with local contact address/branch office in Kerala/Kochi, with telephone No/Mob.No./Fax No/Website/ E mail etc</td>
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<td>5.</td>
<td>Whether firm is registered &amp; license holder under Contract Labour (Regulation &amp; Abolition) Act, 1970 (enclose self-certified copy)</td>
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<td>6.</td>
<td>Registration No. of the Firm (enclose self-certified copy)</td>
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<td>7.</td>
<td>PAN/TAN/GST Registration details allotted by TAX authorities. (enclose self-certified copy)</td>
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<tr>
<td>8.</td>
<td>EPF Registration No. allotted by Regional Provident Fund Office. (enclose self-certified copy)</td>
<td></td>
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<tr>
<td>9.</td>
<td>ESI Registration No allotted by ESIC (enclose self-certified copy)</td>
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<tr>
<td>10.</td>
<td>Annual Turn Over (for the last two years) (enclose self-certified copy of IT statement)</td>
<td></td>
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<td>11.</td>
<td>License from Labour Office (enclose self-certified copy)</td>
<td></td>
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<tr>
<td>12.</td>
<td>Details of experience (last two years) (attach copy of work order/experience certificates from Central &amp; State Govt. /PSUs /Autonomous &amp; statutory bodies/ Corporations/ Others (Please specify)</td>
<td>Signature of authorized signatory of the Firm/Agency (with Date/Seal)</td>
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<tr>
<td>Sl. No.</td>
<td>Components</td>
<td>Field Assistant</td>
</tr>
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<tr>
<td>1.</td>
<td>Basic wages, including paid weeks offs. (Central Sphere) (per person/per month)</td>
<td>Rs.</td>
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<td></td>
<td><em>(Current rate as notified under minimum wages Act/Rules)</em></td>
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<tr>
<td>2.</td>
<td>Dearness Allowance as applicable (per person/per month)</td>
<td>Rs.</td>
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<tr>
<td></td>
<td><em>(Current rate in percentage as notified by Govt.)</em></td>
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<td>3.</td>
<td>EPF (percentage may be indicated) (per person/month)</td>
<td>Rs.</td>
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<tr>
<td>4.</td>
<td>ESI (percentage may be indicated) (per person/month)</td>
<td>Rs.</td>
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<tr>
<td>5.</td>
<td>Bonus (percentage may be indicated)</td>
<td></td>
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<tr>
<td>6.</td>
<td>Service Charge of Agency (percentage may be indicated) (per person/per month)</td>
<td>Rs.</td>
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<tr>
<td>7.</td>
<td>GST (percentage may be indicated)</td>
<td>Rs.</td>
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<td></td>
<td><strong>Total (Per person/per month)</strong></td>
<td>Rs.</td>
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\[ i) \quad PF \text{ Employees Share} (\%) = \]
\[ ii) \quad ESI \text{ Employee Share} (\%) = \]

*Signature of authorized signatory of the Firm/Agency (With date/seal)*
ANNEXURE-III

(To be provided in the official letter head of the Firm/Agency)

DECLARATION & UNDERTAKING

1. I/We ___________________________ Son/Daughter/Wife of Shri/Smt ________________ (Proprietor/Director/authorized signatory of the (Firm/Agency/Service provider) ______________________ declare that I am competent to sign this declaration/undertaking and execute the tender document for supply of man power.

2. I/We, undersigned, offer to supply man power in conformity with the terms and conditions of contract and specifications for the amount quoted in this tender.

3. I/We, hereby undertake to enter into an agreement within 05 (five) days of being called upon to do so and bear all expenses, including stamp/typing charges etc and the agreement will be binding on us.

4. I/We, understand that the Directorate is not bound to accept lowest or any bid and the acceptance of the bid is subject to our capability and financial stability.

5. I/We, hereby certify that the information/documents furnished along with bid are true and authentic to the best of my/our knowledge and belief.

6. I/We, hereby certify that we have carefully read and understood all terms and conditions of the tender document and also undertake to abide by them.

7. I/We, certify that our Firm/Agency has not been blacklisted by any Government Departments (Central/State/local) and we have not been debarred from participating in Government tenders. Also certified that no criminal cases have been registered / pending against our firm or against the proprietor/owner/Director of the firm anywhere in India.

8. I/We, am/are well aware of the fact that furnishing of any false/misleading/incorrect information or fabricated documents would lead to rejection of my/our bid at any stage. I am also aware of the fact that if any information/document furnished by me/us is found to be false/fabricated/incorrect at a later stage, the contract, if granted to us, would be summarily terminated and the firm will be blacklisted.

9. I/We, are well aware of the fact that if we withdraw or modify the bid during the period of validity, or upon award of bid fail to sign the contract/furnish performance security before the prescribed time period, we are liable to be suspended for the period of time as specified by the bid inviting authority from being eligible to submit bids for contract.

10. I/We, hereby certify that the I/we have indicated separately in the bid the basic wages, DA, EPF, ESI, Service Charges, taxes etc.

Signature of authorized signatory of the Firm/Agency/Service provider

(with date/seal)
To
The Director
Directorate of Cashewnut and Cocoa Development
Government of India,
Ministry of Agriculture and Farmers Welfare,
Kera Bhavan, Kochi-11.

Subject: - EMD details for NIT No.ES15/A05/2020-21 dated 14.08.2020 for supply of man power to DCCD, Kochi

Sir,

The Demand Draft drawn in favour of Director, DCCD, Kochi with following details are enclosed herewith towards bid security/(EMD) in connection with above mentioned Tender :-

<table>
<thead>
<tr>
<th>Details of DD</th>
<th>Amount</th>
<th>DD No.</th>
<th>DD Date</th>
<th>Bank Name</th>
</tr>
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<tbody>
<tr>
<td>EMD</td>
<td>Rs.5000/-</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Thanking you,

Yours faithfully,

(Signature of Authorized Signatory with Seal/date)