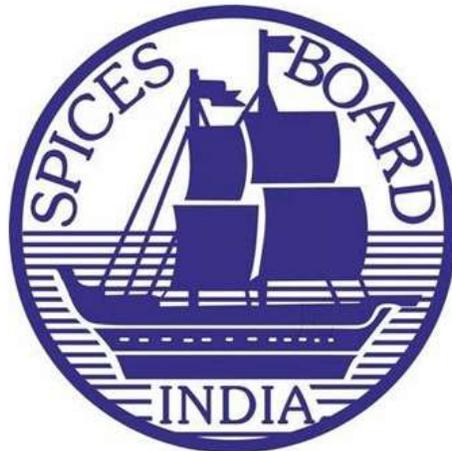


Tender No. Estt/Tenderfor Outsourcedmanpower/2020-21/13

# **Tender Document for Outsourced Manpower for Spices Board**



## **SPICES BOARD**

(Ministry of Commerce & Industry, Govt.of India)

Sugandha Bhavan, N.H. By Pass, P.B. No.2277,

Palarivattom. P.O., Kochi – 682025

Tele: 0484-2333610 to 616

Fax: 0484 – 2341935

**SPICES BOARD**

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Tender No. Estt/TenderforOutSourcedmanpower/2020-21/13

Date. 07.09.2020

**TENDER NOTICE****“Tender for Outsourced manpower for Spices Board for the year 2020-21”**

The Secretary, Spices Board invites tenders in Two bid system i.e. Technical bid and Financial bid from reputed parties/agencies engaged in the business of providing manpower services, to provide manpower to the offices of the Spices Board during the financial year 2020-2021 on the terms and conditions appended in the tender as per the time schedule mentioned below:

1) The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders for the tender process. Spices Board reserves its right to reject non-compliant tenders at any point of the selection process without assigning any reasons thereof. The Secretary, Spices Board, Kochi-25, reserves the right to select the service provider or to reject any bid wholly or partly without assigning any reason. Incomplete tenders, false tenders, amendments and

additions to tender after opening and late tenders are liable to be rejected forthwith and may result in forfeiture of their EMD.

## **2) TIME SCHEDULE FOR TENDER**

SI No.	Particulars	
1	Tender No.	Estt/TenderforOutSourcedmanpower/2020-21/13 Dated: 07.09.2020
2	Start date of submission of Bid	07.09.2020
3	Last date and time for submission of Bid/Proposal	On or before 30.09.2020 (5.00 PM sharp)
4	Date of opening Tender(Technical)	01/10/2020 (11.30 AM.)
	Date of opening Tender (Financial)	08/10/2020 (11.30 AM.)
5	Duration of contract	One Year from the date of signing Agreement. However, the same may be extended for one more year on the same terms& conditions if the service is satisfactory

3). Tender documents may be downloaded from Central Public Procurement Portal (CPPP) site <http://eprocure.gov.in/eprocure/app>. Interested service providers may also download the tender form from the official website <https://www.indianspices.com/tenders.html>.

4). The tenders shall be submitted to this office address in two parts viz. Technical Bid and Financial Bid (price bid), along with all the tender documents and the Tender Acceptance Letter duly signed and company & authorized signatory seal should be affixed on all the pages. The original bids (Technical Bid and Price Bid) shall be enclosed in separate covers. The covers should be sealed and superscribed as “ Technical

Bid / Price Bid". Both the sealed covers should be enclosed in a main envelope superscribed as follows- **"Tender for Outsourced manpower for .....Office, Spices Board for the year 2020-21"** addressed to this office. **All Tenders should reach this office through Registered Post/Speed Post not later than the last date and time for submission of Bid/Proposal.** The format of Technical Bid is given in Annexure-III. The instructions for submitting price bid are detailed in Annexure-IV. The format given in Annexure-XI is to be mandatorily followed; any other format shall lead to rejection of tender. All the pages of the bid must be sequentially numbered and signed. Over-writing, if any, has to be duly initialled and appropriate seal must be affixed by the bidder or his authorised signatory. Bids without Earnest Money Deposit (EMD) or EMD exemption proof shall not be considered for Technical Evaluation and shall be rejected (see para 6 of this notice). No correspondence will be entertained in this matter.

5). Tender Fee- Rs.500/- by way of Demand Draft only, issued by an Nationalized/Scheduled Bank in favour of The Secretary, Spices Board, Kochi-25, payable Kochi should be send along with the Technical Bid.

6). Earnest Money Deposit (EMD)/Bid Security: Rs.10000/- (Rupees Ten Thousand only) shall be furnished by each Bidder by way of DD/Banker's Cheque only issued by an Nationalized/Scheduled Bank in favour of The Secretary, Spices Board, Kochi-25, payable at Kochi. Those who have attached copies of their valid certification as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises or Start-ups as recognized by the Department of Industrial Policy and Promotion (DIPP) alone are exempted from furnishing EMD. The hard copy of DD/Banker's Cheque in original or proof for claiming exemption from EMD, hard copy of self-attested MSME certificate registered for manpower service, or hard copy of self-attested proof of being a start-up registered with DIPP should be sent to The Secretary, Spices Board, Kochi-25 along with the bids. Non submission of proof for payment of EMD or for exemption from EMD shall

automatically disqualify the bidder. The decision in this regard taken by Spices Board shall be final. Bidders are requested to write their names and full address on the reverse of the Demand Draft/ Banker's Cheque.

7). Interested service providers are advised to visit CPPP Portal <http://eprocure.gov.in/eprocureapp> regularly till the closing date of submission of tender for any corrigendum/addendum/amendment. Spices Board will not be liable or responsible or liable for failure of diligence of the bidder to keep itself up-to-date with the tender specifications/amendments, if any.

8). In the event of any of the above-mentioned dates being subsequently declared as a holiday/closed day for this office, the tenders will be opened on the next working day at the scheduled time without any further notice.

9). The terms and conditions mentioned in Annexure-II shall form part of the final contract.

**10). Services to be offered :-** The present requirement is indicated in the Annexure - VII, which may increase or decrease as per the actual site conditions /government policies from time to time.

11) The Age, Language known & Essential Requirements Man Power are Provided in Annexure -VIII.

12) In case there is a tie or multiple bidders quoting the same price, Spices Board may consider other factors for selection, including without limitation, bidder with maximum experience shall be given preference. In case of any conflict that may arise, the decision of the Spices Board shall be final and binding.

13) The successful bidder shall have to furnish a Performance Security equivalent to one months salary of all the personnel deployed under the contract at the time of signing of the contract which shall remain valid for 60 days beyond the contract end date without

any interest; once deposited, the Performance Security shall not be liable to be adjusted by any reduction in staff; however, increase in personnel deployed may require proportionate additional deposit by the Agency promptly. EMD of the successful bidder shall be returned after furnishing the performance security. EMDs of the unsuccessful bidders shall be returned without any interest, after the expiry of bid validity period.

14) SPICES BOARD is not bound to accept the lowest quotation and/or assign any reasons for rejecting any or all the bids. The lowest quoted bids may not fetch award of contract if the Committee is not convinced with the details and proofs submitted by the vendors.

#### **15) SELECTION CRITERIA**

- i.** Spices Board reserves the right to accept or reject any or all bids without assigning any reasons.
- ii.** Spices Board also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
- ii.** Technical bids submitted will be opened as per schedule in the office of the Spices Board, Kochi-25 in the presence of tender opening committee (Bid openers). The bidders or their authorized representatives may also be present during the opening of the Technical Bid, if they desire so, at their own expenses, subject to travel or entrance restrictions that may be placed by Spices Board in light of Government directives to curb spreading of COVID-19. The documents submitted in the technical bid will be evaluated by the Committee. The bidders fulfilling the eligibility criteria mentioned in the tender will be considered for further process of

tender. The bidders who do not fulfil the eligibility criteria will not be considered for further evaluation.

## 16) ASSISTANCE TO BIDDERS

**(i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to Spices Board, Kochi-25 (0484-2333610 - extn. 220) prior to the last date for submission of bid.**

(ii) Any queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk **prior to the last date for submission of bid.**

## 17) Enclosures:-

- a) Annexure -I (Bidder's Eligibility Criteria)
- b) Annexure -II (Terms and Conditions)
- c) Annexure -III (Technical Bid format)
- d) Annexure -IV (instructions for Price Bid)
- e) Annexure -V (Tender Acceptance Letter)
- f) Annexure -VI (Special Instructions for submission of bids)
- g) Annexure -VII (Details about Deployment of Outsourced manpower to be offered)
- h) Annexure -VIII (The Age, Language known & Essential Requirements of Outsourced Man Power)
- i) Annexure -IX ( Performance statement)
- j) Annexure -X ( Checklist for Technical bid)
- k) Annexure -XI ( Price bid format)

Sd/-  
Secretary  
Spices Board

**Annexure-I****BIDDER'S ELIGIBILITY CRITERIA:**

- 1) The bidder should be approved/recognized/registered by Govt. of India/State Govt. for providing Manpower Services. Copy of relevant certificates should be attached. Bidder should have a valid license from competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour Central Rules, 1971, Private Security Agencies (Regulation) Act, 2005 and where applicable, Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 as amended from time to time.
- 2) The bidder must comply with the statutory requirements, such as registration with ESI, EPF, PAN /TIN/TAN & GST etc. and shall submit proofs thereof.
- 3) The bidder must have been in business existence for the last Three years. (Attach copy of relevant certificates, Registration details, landline bill, corporation tax etc.).
- 4) Bidder must have a duly registered office for the last three years in Ernakulam District of Kerala State or the district in which service is being provided. Documentary proof in this regard shall be submitted by the bidder along with the technical bid. Non-submission of documentary evidence in this regard shall lead to rejection of the bid. Bidders who do not have a duly registered office in Ernakulam District of Kerala State or the district in which it is providing the service shall be summarily rejected.
- 5) The bidder must have implemented/ been implementing at least three contracts of deployment of Outsourced Manpower to Central/State Government or Public Sector

Undertakings or Autonomous/Statutory bodies during the last three (3) years. Documentary proof in this regard shall be submitted by the bidder along with the technical bid. Noncompliance of this condition shall lead to rejection of the bid.

6) The bidder must have at least thirty (30) or more workers continuously on roll for the last six months. EPF and ESI challan attested by a Gazetted Officer or an undertaking in the form of an Affidavit along with electronically generated statement on non-judicial stamp paper valued Rs. 200/- duly notarized should be submitted as proof.

Spices Board shall have the right to reject the bid in the following circumstances

- i. Any statement made by the bidder in the affidavit cum undertaking is found false or fraudulent.
- ii. Any document submitted by the bidder is found fake or forged.

7) The bidder must have sound financial stability with an average annual turnover of INR 10.00 Lakhs in preceding three financial years in similar services. (Copy of audited balance sheets, Profit & Loss and ITR certificates with matching PAN No. must be enclosed).

8) The Bidder must not have been under any declaration of ineligibility/blacklisting/litigation/arbitration by or with any Govt., Semi-Govt. Dept., or any other organization. ***An affidavit in original (on non-judicial stamp paper worth Rs.200/- duly notarized) to this effect shall be given by the firm along with the EMD.***

9) Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.

10) Each Bidder shall submit only one Tender/Bid for a particular service in a particular location. Submission of more than one tender will be treated as non-responsive and their tender shall be rejected.

11) The bidder has the freedom to submit the Tender/Bid, for any one / more services in one /all locations.

**Annexure-II**  
**TERMS & CONDITIONS**

- 1) Notwithstanding anything contained herein, Spices Board reserves the right to terminate the service of the Agency at any time without giving any notice or reasons whatsoever. If the services rendered are not up to the subjective satisfaction of Spices Board, Spices Board reserves the right to terminate the services. If the Agency wants to rescind the contract, he/ she is required to give at least 60 days' advance written notice for withdrawal of services.
- 2) In the event of the Agency's failure to execute the work entrusted to it under this Agreement satisfactorily, Spices Board shall make alternative arrangement for the execution of the work and the difference of cost, including procurement costs incurred by Spices Board thereby shall be paid by the Agency fully, and Spices Board shall have the right to recover such costs from the Agency's unpaid bills and Security deposit in addition, the Agency shall also be liable to pay penalty of 2% of the value of the contract which shall also be levied and recovered.
- 3) The contract shall be for a period of one year from the date of signing Agreement which can be extended for further period of one year on the same terms & conditions subject to satisfactory job execution by the Agency.
- 4) The Agency may be required to increase/ decrease the number of Outsourced **manpower** at agreed rate and terms and conditions as and when required by Spices Board.
- 5) The working hours and days of the outsourced manpower will be as per the existing rules applicable to Spices Board. However, they have to work on holidays, if necessary based on demand of work.
- 6) Office timings will be as per Spices Board norms.

7) The Agency shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Spices Board or any other authority under Law.

8) Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between Spices Board and Agency prior to deployment of manpower.

9) The attendance of the employees will be entered in the Register provided by the Agency at the Spices Boards premises. The persons deployed should be professional, polite, cordial and efficient while handling the assigned work and their actions should promote goodwill and enhance the image of the office concerned. The Agency shall be responsible for any act of indiscipline on the part of the persons deployed.

10) The Spices Board shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise. Agency shall have the right to remove any personnel who is deployed with Spices Board only with fifteen (15) days prior written intimation to the Spices Board and after receiving approval of the Spices Board, emergencies exempted. In such events, the Agency shall immediately deploy a replacement personnel to the satisfaction of Spices Board forthwith.

In particular, given the current prominence of COVID-19, the Agency shall only provide personnel who are at the best of their health for the purpose of this Agreement, and shall immediately replace those with health concerns within 24 hours of notice. The Agency shall take all measures necessary in order to monitor the health of those personnel deployed to ensure compliance with this Agreement. Agency will be responsible fully in case of breach of this condition.

11) The Spices Board shall not be responsible for any financial loss or any injury to any person deployed by the Agency in the course of their performing the functions/duties, or for payment towards any compensation.

12) The Agency shall arrange necessary insurance cover for any persons deployed by it even for short duration. Spices Board shall not entertain any claim arising out of mishap, if any that may take place. In the event of any liability /claim falling on Spices Board, same shall be reimbursed /indemnified and defended by the Agency in full, whether or not the impugned employment was insured or otherwise.

13) The Agency shall provide minimum of two sets each of summer and winter uniform to its security personnel (Watch and Ward without arms) at its own cost with whistles and badges and also photo identity cards as per laid down rules.

14) The service of 'Watch and Ward (without arms)/Security Male' should be in 8 hr × 3 Shift basis for all days in the month without fail. The Leave, shift change, maximum working hours per day/week/month should follow the prevailing law, rules and regulations. If additional/ reserve personnel is required, it should also be included in the financial bid.

15) The Agency shall bear all the expenses incurred on the following items i.e. provisioning equipment to security staff, stationery for writing duty charts and registers at security checkpoints.

16) The Agency will maintain a Register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the Spices Board. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown.

17) All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Spices Board.

18) The Outsourced staff shall not accept any gratification or reward in any form.

19) The Agency shall deploy its personnel only after obtaining approval of the Spices Board upon duly submitting curriculum vitae (CV) and police verification details of

personnel. The personnel deployed by the Agency should not have any police record/criminal case against them. The Agency should ensure that persons to be deployed are not alcoholic, drug addict and do not indulge in any activity prejudicial to the interest of the Spices Board. The Agency should make adequate enquiries and certify the character and antecedents of the personnel so deployed by them. The Agency shall provide a certificate of good conduct and character of persons deployed from their previous organization.

20) Spices Board shall be informed at least one week in advance and Agency shall be required to obtain the Spices Boards approval for any change of out sourcing personnel.

21) Outsourced staff engaged by the Agency shall not take part in any staff union and association activities.

22) The Agency should get medical check-up of its deployed staff at the time of their induction to ensure their fitness for the job assigned and annual medical check-ups as prescribed under **Private Security Agencies (Regulation) Act, 2005**. A record of the same shall be maintained in the personal file of the security personnel.

23) In an event of deployed personnel availing leave, and if required by Spices Board, suitable substitute(s) shall be provided by Agency forthwith.

24) In case of poor performance of deployed manpower, the Agency shall immediately replace the deployed manpower, thereby maintaining service levels and continuity.

25) The personnel deployed should be, trained adequately and of sound health. They should be disciplined and well mannered. They should be provided with identity cards which should be displayed prominently. They should have fluency in Local Language and English or Hindi. Photo, full address and telephone numbers of all personnel should be provided for record with a copy of ID proof.

26) The personnel should be punctual and should complete the work assigned to them promptly and meticulously. The personnel should report to the officer-in-charge assigned by Spices Board. The Agency should be registered under the ESI, Provident Funds Acts and other relevant statutory enactments dealing with employment of labour. All existing statutory regulations of both the State and Central Governments shall be adhered to by the Agency and all records maintained thereof shall be made available every month for scrutiny by Spices Board. Any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice. The Agency shall be responsible for linking of UAN's and transfer & issue the ESIC card to employee, if any.

27) PAN / GST Registration number should be indicated and copies furnished for records.

28) The Agency should pay the personnel a minimum wage at the prevailing rate fixed under the Minimum Wage Act or any other act/ rule/ regulation/ notification/ instruction/ guidelines in force. Any breach of this condition will result in the immediate termination of the contract.

29) The Agency should show payable minimum wages to the personnel at the prevailing rate fixed under the Minimum Wage Act or any other act/ rule/ regulation/ notification/ instruction/ guidelines before and after statutory deductions along with the details of deductions. All type of deductions should be shown in the tender document. Any other deductions without the support of Wage Act or any other act/ rule/ regulation/ notification/ instruction/statutory deductions should not be included.

30) The Agency shall be responsible for fulfilling all the obligations towards the person(s) deployed under the labour laws namely Industrial Disputes Act, Minimum Wages Act, Private Security Agencies (Regulation) Act, 2005, Workmen Compensation Act, the Contract Labour (Regulation and Abolition) Act, EPF Act, Payment of Wages Act, ESI Act, Bonus Act, Maternity Benefits Act, Earned Leave, Shops & Establishments Act, Factories Act, or other labour rule, regulation applicable and amended from time to

time. The Agency shall be responsible for the deposit of employee's and employer's share of statutory contributions to the ESI/EPF, EDLI, if applicable at its own level and maintenance of such records as per rule.

31) The Agency is responsible for payment of monthly salary including leave salary, bonus, gratuity etc., to the personnel as applicable to them under law. The disbursement of salaries/wages/dues of the person deployed will be through RTGS/NEFT by 5<sup>th</sup> of every month, failing which a penalty of Rs. 1000/- for per day till payment release shall be levied and the same shall be deducted from Agency's bill. Any delay in payment for more than thirty (30) days will be considered as a material breach of the contract and may lead to termination without further liability to the Spices Board.

32) The Agency shall be responsible for fulfilling the requirements of all statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Contract Labour Act, Private Security Agencies (Regulation) Act, 2005, and all other labour and industrial enactment at its own risk and cost in respect of all staff employed by it. The Agency shall defend, hold harmless and indemnify the Spices Board that the Board shall not be responsible for any action brought against the Agency for any /noncompliance of any of the provisions of any of the acts etc. The Agency will abide by all the rules and regulations of the labour laws and rules framed thereunder and maintain all the Registers and display notices as required under the above mentioned rules and regulations and Spices Board and Spices Board's authorized representative shall be entitled to inspect all such records at any time.

33) The Agency will be responsible for complying with the obligations under the Labour Laws in respect of minimum wages and various other provisions for all its employees deputed to work for Spices Board. The Agency should pay the exact amount faithfully to the outsourced personnel without any additional deduction other than those stipulated. Violation of this shall attract termination of contract & blacklisting of the firm or any other decision as deemed fit by the Spices Board.

34) The Agency shall maintain all Registers as per Contract Labour(R&A) Central Rules, 1971 and same shall be submitted along with monthly bills to the Spices Board.

35) The commission quoted should be applicable for the entire period of the contract and no request for enhancement will be entertained.

36) After disbursement of salary/wages of each employee, agency will submit the bill along with documents for the proof of depositing employee's contribution towards EPF/ESI etc. of each employee every month along with bills. The proof of the disbursement of salary individually along with the payslip of Outsourced Personnel with their signature shall be attached with the bill. The payment to the Agency shall be paid at the earliest after submission of proof of the disbursement of salary. The Agency agrees to submit to any audit of its office or books of accounts or documents by Spices Board at any time during the term of this Agreement for compliance.

37) Non-payment of wages and any malpractice, will invite a penalty which may lead to termination of contract & blacklisting of the Agency or any other decision as deemed fit by the Spices Board.

38) The Agency will also be liable to pay any disputed outstanding amount to its employees. The Spices Board shall not be directly responsible for the payment of wages to the employees. The Agency shall ensure all employees deployed by it understand that the Agency is in their employment, and that they do not share employer-employee relationship with Spices Board. It will be the responsibility of the Agency to make regular payment to the workers engaged by him as per the approved rules. The Agency shall be responsible for timely payment of take home remuneration to the personnel and deposit of statutory payments towards EPF and ESI (both employee and employer share), failing which a penalty will be deducted. Any remedies available to the Spices Board against breach of contract by the Agency shall be notwithstanding to and without prejudice to its remedies available under this contract, law, equity or tort.

39) In case the submission of monthly bills is delayed by the Agency beyond 15 days from the last day of the month in which the services have been provided along with the supporting documents and proofs, the entire liability of delay of payment by Spices Board and the entire liability towards payment of interest/penalty to the tax authorities would be borne solely by the Agency.

40) Requests from the Agency for any type of advance (for the payment of wages or statutory payments) will not be accepted by Spices Board in any situation. Payment to the Agency will be only against the monthly bills along with the supporting documents submitted by the Agency. Agency shall also submit proof of payment of wages and statutory emoluments to workers for the previous month along with the current bill.

41) It is agreed between the parties that any changes in the payments structure viz ESI, PF, Bonus, gratuity and GST etc. as per the change in the law are recoverable from the Agency within the statutory provisions of law. Spices Board will have all rights to recover the amount paid in excess due to change in statutory provisions if any.

42) Payment to the Agency will be made through NEFT/RTGS mode of payment on presentation of the bill. TDS will be deducted at source as per the provisions of Income Tax Act/GST Act wherever applicable.

43) The persons engaged by the contracting agency will be in the employment of the Agency only and not Spices Board.

44) The Agency shall indemnify and keep Spices Board, indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged or non-payment of wages to the Personnel or breach of any of the terms and conditions of this contract and Spices Board shall not be liable for any damages or compensation to any personnel or third party.

45) All damages caused by the personnel to the property of the Spices Board shall be recovered from the Agency.

46) The contract may start any day during the financial year 2020-2021.

47) No other person except Agency's authorized representative shall be allowed to enter the office of Spices Board.

48) The workers employed by the Agency will be bona fide employees of Agency and they will have no claim for employment in Spices Board. Any dispute concerning the Agency and their employee arising from this contract shall be the subject matter of the Agency and their employee and this office shall, in no way, be responsible and involved for such disputes. Terms and conditions of employment between the Agency and their employees are matters to be settled by them and the Spices Board shall in no way be responsible for the same.

49) The Agency, to which the contract is awarded, shall not engage the services of any sub-contractor or transfer the contract to any other person.

50) Any liability regarding payment to the workers, or arising due to non-compliance with any of the labour laws/ minimum wages act or due to any human loss/injury during the course of work will be the sole and personal responsibility of the Agency.

51) The workers deployed by the Agency shall not claim any benefit/compensation/absorption/regularization/lien of services with Spices Board. An undertaking from the employees of the Agency to this effect will be required to be submitted by the Agency to this office.

52) The Agency shall immediately replace any personnel, if he/they are unacceptable to Spices Board because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct, upon receiving written notice from this office.

53) None of the employees of the Agency shall enter into any kind of private work during working hours.

54) The Agency shall ensure proper conduct of their personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, pan, spitting, smoking and loitering.

55) The Agency shall solely be responsible for the personnel deployed by them including any legal liability arising out of any action initiated by the said personnel provided by them.

56) If, for any reason, a worker quits or remains absent, it will be binding for the Agency to provide a suitable substitute immediately.

57) The contractual workers to be engaged by the Agency should not, in any way, claim the perks and facilities that are provided to the regular employees of this Spices Board. In case of termination of the contract, on its expiry or otherwise, the persons deployed by the Agency shall not be entitled to and will have no claim for absorption nor for any relaxation in absorption in the regular/other capacity with the Spices Board.

58) The Spices Board reserves the right to redeploy the persons involved as per requirement subject to ceiling of permissible working hours per month.

59) The Spices Board reserves the right to increase or decrease the number of personnel required, which shall be finalized at the time of signing of the contract. In case of any conflict that may arise, the decision of the Spices Board shall be final and binding.

60) Agency must maintain attendance of all the manpower deployed with in and out Timings and submit it daily to the designated officer of the Spices Board for scrutiny.

61) For violation of any of the provision of the tender, Agency shall be liable for a penalty of an amount as decided by Spices Board for each such incident. The same shall be recovered from the monthly payment of the Agency. Repetitions of such violations may lead to termination of the contract.

62) Spices Board's liability for any claims shall be limited to payment of fees agreed for the satisfactory services performed by the Agency; the Agency shall be the "Employer" for all purposes as regards the personnel deployed. Any dispute arising out of the contract will be subject to the Indian law and jurisdiction of the competent courts located in Ernakulam only.

63) The Agency shall also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment for the support staff engaged from their account and prefer the bill to the Spices Board for reimbursement of employer share only.

64) The Agency should not make any illegal cash collection/ or illegal salary deduction from the outsourcing personnel employed by it at Spices Board.

65) The contract shall be terminated on the expiry of the contract period, without any notice.

66) In the event of exigencies arising due to the death, infirmity, insolvency of the Agency or for any other reason or circumstances, liabilities of the contract shall be borne by the following on such terms and conditions, as the Spices Board may further deem fit in public interest or revoke the contract, namely:

- a) Legal heirs, in case of sole proprietor
- b) Next partners, in the case of company or firm
- c) Otherwise the Director or his nominee

67) Spices Board reserve the right to settle the matter according to the circumstances of the case, as Spices Board Deems fit.

68) In case of non-compliance of the above terms and conditions of contract, a penalty may be levied on the basis of certificate signed by the Controlling Authority.

Sl. No.	Nature of Default Penalty	Amount (Rs.)
1	Late Reporting	Rs.100/- per day/person
2	Non Reporting	Rs.500/- per day/person
3	Refusal of duties	Rs.500/- per instance/person
4	Non-observation of dress code/company formalities	Rs.100/- per instance
5	Change of outsourced personnel without prior permission	Rs.1000/-per instance
6	Non-observation of any health safety measures imposed	Rs.500/- per instance

**Annexure-III****TECHNICAL BID**

Technical requirements for awarding contract for Outsourced manpower services

- 1 Particulars of DD/Banker's Cheque submitted as Bid Security (Earnest Money Deposit) or the proof of exemption \*
- 2 Name of the Firm/Company (in Block letters)\*
- 3 Name of the Authorized Signatory and Contact No.\*
- 4 Contact e-mail id for this tender\*
- 5 Year of incorporation/establishment of the firm/company\*
- 6 Full postal address (Head Office) with telephone no/fax and e-mail id\*
- 7 Full postal address of branches if any with telephone no/fax and e-mail id
- 8 Name of the proprietor/partner(s)/director(s) with contact Nos. and address\*
- 9 Registration certificate from Govt. of India/State Govt. for providing Manpower Services. Copy of relevant certificates should be attached.\*
- 10 Valid licence issued by Regional Labour Commissioner, under Contract Labour Act or any other Act/Rule. (Please attach self-attested photocopy)\*
- 11 Permanent Account Number (PAN) (Please attach self-attested photocopy)\*
- 12 GST registration number (Please attach self-attested photocopy of registration certificate)\*

- 13 Copy of GST returns for past one year (Please attach photocopy)\*
- 14 Income Tax Return details for the last two years (Please attach photocopy), if applicable
- 15 Bidder must have a duly registered office for the last three years in Ernakulam District of Kerala State or the district, in which service is being provided with telephone no/fax and e-mail id\*. (Please attach photocopies of necessary documents)\*
- 16 Details of E.S.I.C registration (Please attach photocopies)\*
- 17 Details of E.P.F registration with Code number (Please attach photocopies)\*
- 18 Documentary proof of deployment of staff for similar work to Central/State Govt. during the last 3 years. (Please attach photocopies)\*
- 19 Does the agency deployed at least 30 or more workers continuously on roll for the last six months?. For proof EPF challan should be submitted\*
- 20 The Agency/Contractor must have sound financial stability with an average annual turnover of INR 10.00 Lakh in preceding three financial years in similar services. (Copy of audited balance sheets, Profit & Loss and ITR certificates with matching PAN No. must be enclosed).\*
- 21 Does your agency has ever been blacklisted by any Govt., Semi Govt. Dept., or any other organization? *An affidavit in original (on Rs.200/- non-judicial stamp paper duly notarized) to this effect shall be given by the firm along with the EMD.\**
- 22 Undertaking by the bidder confirming the availability of adequate manpower of requisite qualification and experience for deployment at Offices of Spices Board as per tender application by the bidder.\*

23 Tenders in which participating for ..... (Name of the Offices and Services)

24 Tender Fee- Rs.500/- by way of Demand Draft only, issued by an Nationalized/Scheduled Bank in favour of The Secretary, Spices Board, Kochi-25, payable Kochi should be sent along with the Technical Bid\*.

Note 1: Items marked with \* are mandatory. Technical bid, not duly filled shall be summarily be rejected.

Note 2: All the fields above are to be typed. Handwritten Technical Bid shall be rejected summarily.

Declaration: I hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I understand that in case any deviation is found in the above statement at any stage, I/We will be blacklisted and will not have any dealing with the Spices Board in future.

Signature of Authorised Signatory with date.....

Name of the Bidder.....

Seal.....

**Annexure-IV****INSTRUCTIONS FOR PRICE BID**

Note 1: Price Bid shall be filled in the format provided in the annexure XI.

Note 2: Price Bid in any format other than annexure XI of this tender document shall be rejected.

Note 3: Rate excluding GST per person per day for outsourcing manpower will be as per the minimum wages of Govt. Rate & Rules. GST shall be paid by the department.

Note 4: While quoting rate, bidder shall take into account all the factors such as minimum wages, Insurance, Bonus, Gratuity, allowances, night duty allowance, profit margin, uniform charges, stationery etc.

Note 5: The Bidder should show payable minimum wages to the personnel at the prevailing rate fixed under the Minimum Wage Act or any other act/ rule/ regulation/ notification/ instruction/ guidelines before and after statutory deductions along with the details of deductions. All types of deductions should be detailed in the Price Bid. Any other deductions without the support of Wage Act or any other act/ rule/ regulation/ notification/ instruction/statutory deductions will not be allowed.

Note 6: Financial bid for each Manpower services of each location and each service should be submitted separately. Each services in each location will be considered separately for processing the financial bid.

Note 7: The present requirement is indicated in the Annexure - VII, which may increase or decrease as per the actual site conditions /government policies from time to time.

Note 8: If a firm quotes nil charges / negligible consideration/, the bid shall be treated as unresponsive and will not be considered.

**Annexure - V**

**(TENDER ACCEPTANCE LETTER)**

To,

The Secretary  
Spices Board  
Kochi – 682025

Sir,

Subject: Acceptance of Terms & Conditions of tender for .....  
services.

Tender Reference No: F. No. .... Dated .....2020.

“Tender for Unskilled/Semi-skilled manpower for Spices Board for the year financial year 2020-2021”

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned tender from the website(s) namely .....as per your advertisement, given in the above- mentioned website(s).
2. I /We hereby certify that, I/We have read the entire terms and conditions of the tender documents and all other annexures, which form part of the tender document and signed on all the pages of the terms & conditions. I/We shall abide by the terms / conditions / clauses contained therein.
3. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) including corrigendum(s) (if any) in its totality / entirety.
4. I/We undertake if our Bid is accepted, we will execute the work/ services in accordance with specifications, time limits & terms and conditions stipulated in the tender document.

5. I/We also agree to submit the bill on monthly basis and accept for making payment to the workers as per the wages approved minimum wages as per Govt. orders in time to time.

6. I/We agree to the compliance of applicable Labour & other Laws in force.

7. I/We do hereby declare that we have not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

8. We confirm that there is no case pending with the police or any other investigating agency(ies) against the proprietor/firm/partner or the company.

9. I / We certify that all information furnished by me/ us/ our firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then Spices Board shall without giving any notice or reason thereof, shall summarily reject the Bid, without prejudice to any other rights or remedy.

10. I/We understand that you are not bound to accept the lowest or any bid, you may receive and Spices Board, Kochi-25 reserves the right to select the agency or to reject any bid wholly or partly without assigning any reason.

Yours sincerely

Name & Signature with stamp of Legal  
owner/Power of Attorney holder/Authorized Signatory

**ANNEXURE-VI****Special Instructions for submission of bids**

1. The tenders shall be submitted to this office address in two parts viz. Technical Bid and Financial Bid (price bid), along with all the tender documents and the Tender Acceptance Letter duly signed on all the pages. The original bids (Technical Bid and Price Bid) shall be enclosed in separate covers. The covers should be sealed and superscribed as “ Technical Bid / Price Bid”. Both the sealed covers should be enclosed in a Main envelope superscribed “**Tender for Outsourced manpower for .....Office, Spices Board for the year 2020-21**” address to this office. All Tenders should be reached this office through Registered Post/Speed Post not later than the last date and time for submission of Bid/Proposal. The Spices Board will not be responsible for the postal delay.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this Tender are given below –

(a) Postal address for sending the Bids : The Secretary  
 SPICES BOARD  
 (Ministry of Commerce & Industry, Govt.of India)  
 Sugandha Bhavan, N.H. By Pass, P.B. No.2277,  
 Palarivattom. P.O., Kochi – 682025  
 Kerala, Ph: 0484-2333610 to 616

(b) Designation of the contact  
 Person for queries if any : Assistant Director (Estt.)

(c) Telephone numbers of the contact  
 personnel : 0484-2333610(Extn.220)

(d) e-mail id for contact : estt.sb-ker@gov.in

## Annexure - VII

### The Outsourced Manpower Services to be offered

SL NO	Category	Type of work	Location & office of Spices Board	STATE	No. of persons
1	Skilled Manpower	Helper	Agartala, DO	Tripura	1

## Annexure -VIII

### The Age, Language known & Essential Requirements of Out Sourcing Man Power

Sl . No.	Type of Out Sourcing manpower	Age, Language known & Essential Requirements
1	Helper	<p><b>(e) Age(Desirable ):-</b> 22-58</p> <p><b>(f) Language known:-</b> Local Language/Hindi/English</p> <p><b>(g) Essential Requirements:-</b></p> <ol style="list-style-type: none"> <li>1. Should be in a position to organize the duties assigned to him/ her.</li> <li>2. Medically fit Good physique and personality is a prerequisite.</li> <li>3. Considering the COVID-19 situation, persons(outsourced) are preferred from local area in order to minimize contacts through travel.</li> </ol>



**Annexure-X**  
**CHECK LIST OF DOCUMENTS FOR BIDDERS**  
**Technical Bid**

Sl. No	Documents				Documents Enclosure Status (Yes/No.)	Proof attached at Page no.
<b>1.</b>	EMD / Proof for EMD exemption	DD No.	Amt.	Date.		
<b>2.</b>	Details of tender fee					
<b>3.</b>	Whether Bidder's Profile is filled up?					
<b>4.</b>	Self-attested copy of firm/company registration certificate and associated documents.					
<b>5.</b>	Self-attested copy of Valid licence issued by Regional Labour Commissioner, under Contract Labour Act or any other Act/Rule.					
<b>6.</b>	Self-Attested copy of PAN card.					
<b>7.</b>	Self-Attested copy of GST registration certificate.					
<b>8.</b>	Self-Attested copy of GST returns for past one year					
<b>9.</b>	Attested copy of Income Tax Return details for the last two years (please attach photocopy), if applicable					
<b>10.</b>	Self-Attested Documentary proof for the registered office for the last three years in Ernakulam District of Kerala State or the district, in which service is being provided					
<b>11.</b>	Self-Attested copy of ESI registration.					
<b>12.</b>	Self-Attested copy of EPF registration with Code number					
<b>13.</b>	Self-Attested copy of Experience certificate (at least three contracts of deployment of Outsourced Manpower to Central/State Government during the last 3 years).					
<b>14.</b>	at least 30 or more workers continuously on roll for the last six months. (EPF challan should be submitted as proof)					
<b>15.</b>	Self-Attested copy of audited balance sheets, Profit & Loss and ITR certificates with matching PAN No. showing an average annual turnover of INR 10.00 Lakh in preceding three financial years in similar services					

<b>16.</b>	Documentary proof for existence of bidder for the last Three year in the same field. (Attach Self-Attested copy of relevant certificates, Registration details etc.)		
<b>17.</b>	Self-Attested copy of An affidavit (on non-judicial stamp paper duly notarized) regarding not Blacklisted /Debarred by any Govt., Semi-Govt. Dept. or any other organization. (The original shall be given by the firm along with the EMD)		
<b>18.</b>	Undertaking by the bidder confirming the availability of adequate manpower of requisite qualification and experience for deployment at Offices of Spices Board as per tender application by the bidder.		
<b>19.</b>	Self-Attested copies of other documents if any		

## Annexure XI Price Bid format

Tender No.....

**1. Name of tendering Company/ Firm:**

Having examined the bidding documents and having submitted the technical bid for the same, we, the undersigned, hereby submit the Price Bid for providing the **Outsourced manpower Services** at ..... in conformity with the said bidding documents at the prices and rates mentioned in the enclosed offer.

Sl. No.	Details	Type of Outsourced manpower/Category
1.	Basic(per day)	
2.	DA(per day)	
3.	Minimum Wages Per Day including DA/VDA as on date(in Rs.)*	
4.	EPF contribution by Employer @.....%(in Rs)**	
5.	ESI contribution by Employer @.....%(in Rs)**	
6.	Bonus(per day)@.....%(in Rs)	
7.	Wages per day per Person in Rs. Including EPF, ESI and Bonus in Figures and words (in Rs.)	
8.	Percentage of Service Charges per day per person in Figures and words ( as a % )***	
9.	Service Charges in amount per day per person in Figures and words (in Rs.)***	
10.	Any other charges	
11.	Wages per day per Person in Rs. Including EPF, ESI, Bonus, service charge and other charges in Figures and words (in Rs.)	
12.	Other deductions if any from the wages (should be mentioned in detail with the	

	prevailing rule)	
<b>13.</b>	GST@.....%(in Rs)	
<b>14.</b>	Grand Total Per day	
<b>15.</b>	Grand Total Per Month	

\* minimum wages may change as per Govt. orders in time to time

\*\*For EPF and ESI Upper sealing limit will be applicable and it will limit as per the sealing limit.

\*\*\*Percentage of Service Charges for the Security/ watch and ward(without arms) should include the cost of uniform. While quoting rate, bidder shall take into account all the factors such as minimum wages, Insurance, Gratuity, night duty allowance, all other allowances,profit margin, uniform charges, stationery etc.

(Signature of the  
authorised signatory with  
seal)