



EXPORT INSPECTION AGENCY- KOCHI
(Ministry of Commerce & Industry, Govt. of India)
27/1767A, Shipyard Quarters Road
Panampilly Nagar (South), Kochi-682036

Web site: www.eicindia.gov.in

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**TENDER FOR SUPPLY OF SKILLED/SEMI-SKILLED MANPOWER ON
OUTSOURCING BASIS**

Tender Document No. EIA/KOC/Admn/2018-19/01

Sealed tenders are invited from reputed and experienced agencies for supply of Skilled/Semi-Skilled Manpower on outsourcing basis for Export Inspection Agency-Kochi HO.

The tender document containing detailed terms and conditions and Annexures may be downloaded free of cost from www.eicindia.gov.in or can be purchased from the office at a cost of Rs 500/- which may be submitted along with bid latest by 14 June, 2018

LAST DATE OF SUBMISSION OF BID : 14/06/2018 (14:30 hrs)

DATE OF OPENING OF BID : 14/06/2018 (15:00 hrs)

(Deputy Director I/c)
EIA-Kochi

EXPORT INSPECTION AGENCY- KOCHI
(Ministry of Commerce & Industry, Govt. of India)
27/1767A, Shipyard Quarters Road
Panampilly Nagar (South), Kochi-682036

To

All Prospective Bidders

Sub: Sealed Quotation for supply of Skilled/Semi –Skilled Manpower on outsourcing basis at EIA- Kochi HO.

The Export Inspection Agency-Kochi (EIA-Kochi) was set up under Export Inspection Council (EIC) by the Government of India under Section 3 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), in order to ensure sound development of export trade of India through Quality Control and Inspection and for matters connected thereof. Export Inspection Agency-Kochi is located at 27/1767 A, Shipyard Quarters Road, Panampilly Nagar (South), Kochi.

Export Inspection Agency –Kochi requires Outsourced Manpower supplier providing **Skilled/Semi –Skilled Manpower on outsourcing basis** for our Head Office. This office is also having state of the art laboratory for testing of food samples, and does various quality control work of certification for export & import consignments. The laboratory is equipped with sophisticated Equipment's and instruments, office furniture, computers and other hardware's, telephones, etc. Description of manpower requirement and qualification is mentioned in **Schedule -I**.

PROVIDING WORKFORCE

The bidder has to provide workforce as detailed below as required and of quality to ensure workmanship of the degree specified in the job order and to the satisfaction of the In charge of EIA-Kochi. Presently, the tentative requirement of workforce to be deployed is given hereunder:-

- a) Skilled Manpower
- b) Semi-Skilled Manpower

The bidder must employ adult and skilled manpower only. Employment of child manpower will lead to the termination of the contract. The successful bidder shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. In order to maintain quality services and minimize operational problems, the bidder may rotate the staff once in six months with prior written intimation to the Officer In charge, EIA-Kochi HO.

Note:

- ✓ All potential bidders may visit EIA-Kochi HO to assess the nature of work before providing the quote.
- ✓ The requirement of manpower may change at any point of time as per the needs and on the discretion of EIA-Kochi (Incharge)

The detailed terms and conditions with respect to Skilled/Semi-Skilled manpower for the above said premises are given below:

Terms and Conditions

1. Daily attendance will be recorded and register will be maintained by Section Incharge, EIA-Kochi of the outsourced Skilled/Semi-Skilled manpower working as per schedule- I.
2. The outsourced manpower appointed should be physically fit and healthy for daily work. Medical certificate for the fitness of the persons to be deployed must be produced by the successful bidder.
3. Payment will be done on monthly basis only on satisfactory completion of work and duly verified by the Officer In charge, EIA-Kochi.
4. All quotations shall be submitted on the letter-head of your company in English.
5. **Quotations received after the last date and time i.e. 14/06/2018 (14:30 hrs) will not be considered.**
6. Quotations duly complete in all respects with earnest money deposit shall be enclosed in Sealed Envelope duly superscribed "**Quotation for providing Skilled/Semi-Skilled Manpower on outsourcing basis for EIA-Kochi**". The Envelope should be addressed to The Deputy Director I/c , 27/1767A, Shipyard Quarters Road, Panampilly Nagar (South), Kochi-682036.
7. **The quotations shall be opened on 14/06/2018 (15:00 hrs) in the above office in the presence of the bidders who intend to be present during the opening of the bids.**
8. **EMD:** The contractor has to submit a sum of **Rs.50, 000/- (Rupees Fifty Thousand Only)** towards (EMD). The said EMD shall not bear any interest. The EMD of the bidder who will be selected for above work will be returned back after the submission of security deposit. The Demand draft/Bankers cheque for amount Rs.50, 000/- shall be drawn in favor of 'Export Inspection Agency- Kochi' payable at Kochi.
9. The contractor shall be solely responsible for payment of wages, salary fixed as per the Minimum wages act 1948 by the State/Central Government and all legal dues payable to

the manpower employed by the contractor for the purpose of carrying out the work. The contractor shall be liable for all liabilities arising out of labour laws such as payment of gratuity, provident fund, ESI, Income tax Act, GST Act & liabilities arising out of the workman compensation act or any other law, which is in force.

10. The contractor shall make provisions for all manpower and instruments and shall keep the premises neat, clean as required.
11. Deputy Director I/c (EIA-Kochi) reserves rights to accept or reject Quotation either in full or part without any reason.
12. The rates (Annexure III) quoted by the bidders shall be inclusive of the charges for outsourced manpower with all benefits as per minimum wages act, transport, supervision, etc. and shall be on service basis in respect of the items mentioned in the said Schedule annexed hereto.
13. The Contractors shall abide by the requirements of the Security rules of EIA – Kochi HO from time to time.
14. The Contractor shall be deemed to have satisfied himself as to the nature and area of the site, local facilities, access and all other matters affecting the execution and completion of the contract. No claims for extra charges shall be entertained subsequently in this behalf for any reason whatsoever.
15. The security deposit (i.e. 10% of the total value of the contract) shall be submitted by the successful contractor within seven days from the date of communication of acceptance of tender, in the form of **Bank Guarantee/Account Payee Demand Draft drawn in favour of “Export Inspection Agency- Kochi” payable at Kochi** failing which the contract shall not be executed. In the event of contractor failing to honour any of the commitments entered into the contract and/or his failure to pay any amount due under the agreement to the Deputy Director I/C, EIA-Kochi (HO) shall have an unconditional option to forfeit the Security deposit.
16. The Contractor shall begin the work **within 5 days or latest by fifth day** after the award of the contractor failing which, his Security Deposit shall be forfeited and the Deputy Director I/c , EIA-Kochi (HO) shall reserve the right to invite another party for the performance of obligations under this contract. The expenses incurred by Export Inspection Agency- Kochi in making alternative arrangements as aforesaid shall be borne by the Contractor from the EMD/security deposit.
17. **Manpower:**
 - A. The Contractor shall appoint competent and skilful persons in their business, at their own costs to ensure that the service rendered by them and the responsibilities and obligations undertaken by them are carried out to the satisfaction of the Export Inspection Agency- Kochi HO.

- B. All the employees /workmen employed by the Contractor shall be adults with good health, sound mind and shall be capable of rendering the services as per the terms and conditions efficiently.
- C. The Contractor shall not, in any capacity, employ any person of bad character or any person whose antecedents have been found doubtful by the Public authorities.
- D. The Contractor shall be solely responsible as regards salary / wages and service conditions and terms extended by the Contractor to their employees / workmen and shall in that connection maintain requisite records and comply with all laws, enactments, rules and regulations and order(s) applicable to the contractor's employees / workmen in general and in particular, laws, enactments, rules and regulations and orders dealing with employment of contract labour, payment of compensation, contribution under ESI Act, 1948 and EPF & FP Act, 1952, payment of minimum wages, payment of bonus, fire & safety regulations, regulations relating to employment of female work force, security arrangements and such other rules and regulations as may be applicable at present or made applicable hereafter. The wages paid by the contractor to their employees/workmen shall be fair and in no case be less than the wages prescribed by the appropriate Government under the Minimum Wages Act, 1948.
- E. There will be no Employer-Employee relationship between the Export Inspection Agency- Kochi and the Contractor and / or the manpower provided by the Contractor, in any way, whatsoever, and the contractor shall carry on the business or occupation as independent contractor. The manpower provided by the contractor shall have no claim for employment in the Export Inspection Agency- Kochi by virtue of their being employees of the Contractor.
- F. The Contractor shall be responsible for settlement of any claim / dues in case any of the contractor's employees sustain injury or incur damage or loss either to any person or property within the premises of the Export Inspection Agency- Kochi HO. The Contractor shall take necessary insurance coverage for all their employees / workmen.
- G. The Contractor shall ensure that the employee / workmen employed by them shall at all times be neatly and properly dressed and all be polite, decent and courteous to all officers, employees of the Export Inspection Agency- Kochi and shall maintain high standards of discipline, decency and decorum.
- H. The employees / workmen of the contractor shall be liable to search by the security staff of EIA-Kochi HO. The contractor's employees / workmen shall strictly observe the rules & regulations of the Export Inspection Agency- Kochi relating to security, safety, etc.

- I. The Contractor shall make any loss/damage caused or suffered by the Export Inspection Agency- Kochi on account of any contingency whatsoever, during the period of contract, due to willful neglect or by direct complicity of the contractor or any of their employees / workmen.

18. Working Days /Hours:

The services of the manpower deployed should be available from Monday to Saturday in a week. In case of emergency, the services shall be required beyond normal working days on holidays and Sundays. The working hours of outsourced manpower shall be from 9.30 am to 6.00 pm with half an hour lunch break between 1.00 pm to 1.30 pm.

19. Renewal of Contract:

The contract shall be valid for a period of **twelve months (12)** unless terminated earlier as provided under **Clauses 20**. During the contract period no further increase in the rates shall be entertained except increase in VDA, wages etc. as per Central Minimum Wages Act. The contract period will commence within five days from the awarding of the contract.

20. Termination of Contract:

- A. The contract may be terminated at any time if the work is not of required standard and quality according to the satisfaction of Export Inspection Agency- Kochi or if the Contractors commit a breach of any of the terms & conditions of this Agreement. In the event of any breach or deviation from any of the terms & conditions specified herein, the Security Deposit of the Contractor will be forfeited. The decision of the Deputy Director I/c, Export Inspection Agency- Kochi regarding the standard and quality of the work shall be final and binding on the contractor. Contract will remain terminated without assigning any reason.
- B. If assigned number of people remains absent for more than two consecutive days and no suitable replacement is provided by the contractor, then Incharge, EIA-Kochi can terminate the contract.
- C. Notwithstanding anything contained in this tender, the Deputy Director I/c, EIA-Kochi (HO) shall have the right to terminate the contract at any time by giving thirty days written notice of termination to the contractor without assigning any reason.

21. Terms of Payment:

- A. Export Inspection Agency- Kochi shall pay to the contractor the charges as per scope of work and rates mentioned in **Schedules I & Annexure III** as the case may be. The rates payable hereunder shall be firm during the terms of the Agreement or any extension thereof and no escalation shall be allowed under any circumstances.
- B. Bills to be submitted in Duplicate for the services rendered to Export Inspection Agency- Kochi HO along with a copy of PF & ESI statements to be submitted on

monthly basis duly certified by the authorized person of your firm. All bills shall be addressed to The Deputy Director I/c, EIA-Kochi.

- C. Invoice shall be submitted by 1st week of succeeding month by the Contractor or their representative to the Export Inspection Agency- Kochi and payment will be made within a reasonable time after deduction on the basis of verification of attendance, taxes and duties as applicable etc.

22. Force Majeure:

- A. In the event of either party being rendered unable by force majeure to perform any obligations (other than payment of money) required to be performed by them under the Contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which such cause lasts.
 - B. The terms 'force majeure' as employed herein shall mean act of God, war, revolt, riot, fire, flood sabotage & acts and regulations of the Government. Upon the occurrence of such a cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing within forty eight (48) hours of the alleged beginning & ending thereof giving full particulars and satisfactory evidence in support of its claim.
 - C. Time for performance of the relative obligation suspended by force majeure shall then stand extended by the period for which such a cause lasts. If the works to be executed by the Contractor are suspended by force majeure conditions lasting for more than one week, the Deputy Director I/c, EIA-Kochi (HO) shall have the option of canceling this Contract in whole or in part thereof, at its discretion. Both personnel and corporate taxes, if any, will be borne by the Contractor.
23. The Contractor shall make his own arrangement for the transportation of his manpower.
24. Any complaints received in connection with the work shall be attended by the Contractor immediately. If any of the Contractor's manpower is found guilty of any misconduct or incompetence or negligence he/she will be immediately removed out of the premises and will not be allowed to enter the Export Inspection Agency- Kochi HO premises again and the Contractor shall have to provide a substitute within 48 hours.
25. The Contractor will provide the necessary insurance coverage for his employees, which will hold the Export Inspection Agency- Kochi harmless & indemnified from any action by the Contractor's employee(s). In case of any accident, Export Inspection Agency-Kochi shall not be liable for any bodily injury or death caused to the Contractor's employees during the operation of the Contract.
26. The Contractor shall under no circumstances sub-contract or assign this Contract to another party, except with the express and prior written permission of the competent Authority the Deputy Director I/c , EIA-Kochi (HO).

27. The Contractor shall provide his personal supervision and direction for the performance of work by a qualified & competent supervisor.
28. The Contractor shall sign the Agreement with Export Inspection Agency- Kochi setting forth the above Terms & Conditions within 15 days from the date of award of the Work Order or within such extended time as may be permitted by the Export Inspection Agency- Kochi .
29. A) The Contractor has to be governed under the Contract Labour (Regulations & Abolition) Act, 1970 and he should have Contract Labour License from the Labour Commissioner's Office.
- B) The Contractor must renew the Contract Labour License from time to time and inform the Office-in-Charge, Export Inspection Agency- Kochi HO.
- C) The Contractor has to make payments to employees on a pre-fixed day of every month. In case payments to personnel employed by him are not made and a complaint is received, Export Inspection Agency- Kochi shall be forced to make the payment out of the pending bills of the Contractor.
- D) The Contractor shall be responsible for settlement of any claim / dues in case if the Contractor's employees sustain injury or incur damages or loss either to any person or property within the premises of this Export Inspection Agency- Kochi HO.

30. **INDEMNITY CLAUSE:**

The Contractor agrees to protect, defend, indemnify & hold the Export Inspection Agency- Kochi HO harmless from and against all claims, demands & causes of action, liabilities, expenses, costs, liens, rights in rem, & judgments of every kind and character without limit which may rise in favour of the Contractor's employees, agents, subordinates or their employees on account of bodily injury or death or damage or damage to personal property as a result of the operation contemplated hereby, regardless of whether the said claim(s), demands or cause(s) of action arise out of the negligence or otherwise in whole or in part, or other fault, including pre-existing conditions of the Export Inspection Agency- Kochi, its suppliers, sub-contractors or employee (s).

SCHEDULE-I

Description of manpower requirement and qualification

Sl.No	Particulars	Rate Per manpower complying central minimum wages Act	Manpower requirements
1.	Skilled Manpower for laboratory work & sampling (Inclusive of wages, admin, ESI, ESI, EPF, Bonus, Leave wages, Supervision and all statutory Liabilities)	Graduate in Science (Preferably Microbiology /Chemistry with experience in Lab Activities. Graduate in science for sampling.	07
2.	Skilled Manpower for Accounts work (Inclusive of wages, admin, ESI, ESI, EPF, Bonus, Leave wages, Supervision and all statutory Liabilities)	B.Com/M.Com with experience and knowledge of MS-Office and networking skills /Accounting & Tally work.	01
3.	Semi -Skilled Manpower (Computer cum Data Entry Operator- Inclusive of wages, admin, ESI, ESI, EPF, Bonus, Leave wages, Supervision and all statutory Liabilities)	Graduate with knowledge of MS-Office and networking skills /Accounting & Tally work.	02
4.	Car Driver	Light Motor Vehicle valid license holder for driving (Four wheeler)	01
5.	Electrician	ITI Passed in Electrician Trade.	01

CHECKLIST OF DOCUMENTS SUBMITTED (ANNEXURE-I)

Sl.No	Documents to be submitted	Submitted	Not submitted	Remarks
1	Copy of Registration of firms			
2	Copy of Registration certificate of EPF			
3	Copy of Registration Certificate of ESI			
4	Copy of valid Labour license			
5	Copy of Income Tax Return for last			
6	2 years			
7	Copy of Service Tax Registration			
8	Copy of PAN/TAN Card			
9	List of clients indicating quantum of work executed with them			
10	Proof of experience			
11	Details of EMD deposited			
12	Copy of GST Registration Certificate.			
13	Last 2 years audited statement from Chartered Accountant			
14	Rate quoted complies with the Minimum Wages Act of Govt. of India (Central Govt) with all other statutory provisions			

SIGNATURE OF THE TENDERER
WITH OFFICE STAMP

Note- Points from SL no. 1 to 14 should be ticked with justification if any at remarks

ANNEXURE - II
Pre-Qualification Bid

Date:

The Deputy Director I/c
27/1767A, Shipyard Quarters Road
Panampilly Nagar (South), Kochi-682036

Sir,

This is with reference to Tender Notice No. _____ dated _____ we hereby submit our bid for rendering **Skilled/Semi-Skilled Manpower services on outsourcing basis** as under for Export Inspection Agency-Kochi, 27/1767A, Shipyard Quarters Road, Panampilly Nagar (South), Kochi-682036

We furnish the particulars as follows:-

1. Name of the Contractor:
2. Postal Address:
3. Telephone number(s)
4. Details of experience -

(a) Number of years or services:

Name of the establishment	Kind of work	Number of person deployed	Duration of the work	Value of work in Rupees

5. Details of financial position:

- a) Our annual turnover is Rs. _____ (please attach turnover copy of latest Profit & Loss account Statement).
- b) We have executed single job worth Rs _____ in the past one year (please attach proof thereof).

6. Details of personnel:

- a) Details of existing personnel -
 - (i) Supervisors _____ persons
 - (ii) Staff _____ persons

b) Details of personnel to be deployed for skilled - & semi-skilled-

7. Details of Earnest Money Deposit:

(a) Demand Draft number:

(b) Date:

(c) On: Bank.

We hereby confirm that the information furnished by us hereunder is true: We have carefully read and understood the Terms and Conditions of the Contract as enclosed for providing outsourced manpower services of (i) Skilled/Semi-Skilled Manpower at EIA-Kochi HO , 27/1767A, Shipyard Quarters Road, Panampilly Nagar (South), Kochi-682036 and shall abide by them. A copy of the Terms & Conditions duly signed by us is enclosed herewith as an acceptance of the Terms & Conditions.

1. The rates for Outsourced Manpower services are given in the format of Annexure III as per Schedules I. For this purpose, we have visited the premises and have acquainted ourselves thoroughly with the area and volume of work involved.
2. Income-tax clearance Certificate from I-T-O is enclosed.
3. Solvency Certificate is enclosed.
4. If you are registered with Labour Authorities under the relevant Labour Laws, if so, give details of Registration number with documentary evidence for
 - (i) E P F Code:
 - (ii) E S I Code:
 - (iii) Service tax Code:
 - (iv) Contact Labour Registration & License:
 - (v) Any other existing contracts if any:
 - (vi) PAN card no.
5. Details of previous contracts with Name address and tel. no.

Thanking you,

Yours faithfully,

Place :

Date:

Encls.:

SIGNATURE OF THE TENDERER
WITH OFFICE STAMP

PROFORMA FOR FINANCIAL BID (Annexure III)

Proforma for submission of rate

Particulars	Rate Per manpower complying central minimum wages Act	Per manpower charges	Total Rate (Rs)
Skilled Manpower for laboratory work & sampling (Inclusive of wages, admin, ESI, ESI, EPF, Bonus, Leave wages, Supervision and all statutory Liabilities)	Graduate in Science (Preferably Microbiology /Chemistry with experience in Lab Activities. Graduate in science for sampling with	01	
Semi -Skilled Manpower (Computer cum Data Entry Operator- Inclusive of wages, admin, ESI, ESI, EPF, Bonus, Leave wages, Supervision and all statutory Liabilities)	Graduate with knowledge of MS-Office and networking skills /Accounting & Tally work.	01	
Car Driver	Light Motor Vehicle valid license holder for driving (Four wheeler)	01	
Electrician	ITI Passed in Electrician Trade.	01	
Contractor Service charge (%)			
GST @			
Total Contract Value (Inclusive of GST)			

ADDITIONAL INFORMATION WITH RESPECT TO PERSONS ENGAGED TO PERFORM THE SAID WORK

Rate per month per person (inclusive of all incidentals)	
ESI	
Employer's contribution	
Employee's contribution	
PF	
Employer's contribution	

Employee's contribution	
Service Charge	
GST	
Consolidated pay	

Any other points to be mentioned:

Certified that the above quoted rate complies with minimum wages act of Kerala and all the statutory provisions & rules as applicable. The above rate is inclusive of GST or any other tax payable to Government. We have read and agree all the terms and conditions.

**SIGNATURE OF THE TENDERER
WITH OFFICE SEAL**