

COASTAL AQUACULTURE AUTHORITY
Government of India
Ministry of Agriculture
2nd Floor, Shastri Bhavan Annexe
Chennai – 600 006

No.1-7/2013-Admn.

Dated : 13.11.2013

TENDER DOCUMENT

NOTICE INVITING TENDER
{ TWO COVER BID SYSTEM }

Sealed tenders are invited up to 1700 hours of 13-12-2013 for hiring the manpower on contract basis under the following terms and conditions :-

1. DOCUMENTS REQUIRED TO BE SUBMITTED FOR ESTABLISHING BIDDERS ELIGIBILITY AND QUALIFICATIONS

- a) Partnership Deed or proprietorship deed or articles/Memorandum of Association.
- b) Income Tax return filed for the last 3 years.
- c) Copy of Registration Certificate from EPFO.
- d) Copy of Registration Certificate from ESIC.
- e) Copy of PAN Card.
- f) Copy of Registration Certificate for Service Tax under PAN based i.e. Form ST-2 issued by the Central Board of Excise and Customs, Ministry of Finance, Department of Revenue, Stating the Service Tax/accounting codes for services and other details.
- g) Copy of Registration Certificate for Service Tax i.e. Form ST-2 issued by the Office of the Commissioner of Central Excise.
- h) Copy of pass book for Professional Tax.
- i) Audited financial statements for the last 3 years.
- j) Copy of Certificate for ESI Employer's Code under I.T. Enablement Process.
- k) Licence granted by the Office of the Licensing Officer and Assistant Labour Commissioner (Central), Ministry of Labour and Employment, Govt. of India.

2. BID SECURITY;

- 1) The bidder must deposit 2% of contract value or Rs. 25000/- (Rupees twenty five thousand only) as Bid Security. The bid security shall be in the form of Bank guanty/demand draft drawn in favour of Coastal Aquaculture Authority, Chennai Bid Security shall not carry any interest for the period retained by CAA.

2) THE BID SECURITY MAY BE FORFEITED;

- a) If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form
- b) If the successful bidder fails
 - i) to sign contract
 - ii) to furnish performance security
 - iii) a bid not secured.

3. EVALUATION:

- 3.1 CAA shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.
- 3.2 If there is a discrepancy between words and figures, the amount in words shall prevail and be valid. Prior to detailed evaluation, CAA will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by CAA.
- 3.3 CAA shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered inclusive of all levies and charges as indicated in the price schedule of the bid document.
- 3.4 The Tenderers are required to quote their rate as per the price schedule. Bidder will be selected in the following basis:
 - (a) The lowest total amount for all kind of jobs quoted by any one bidder in the comparative chart will be selected and contract will be awarded subject to the fulfillment of essential qualification/experience.
 - (b) Manpower agency has to appoint only the persons who have been interviewed/ tested by the committee of CAA. Agency has to submit the bio-data (affixed with photo and enclosed all certificates for education and professional experience).
 - (c) In case, same rate quoted by two agencies, the selection will be based on the high turnover, high qualitative of service and sound financial strength of the agency.
 - (d) CAA is not bound to accept the lowest rate, on any valid reason.

4. PERFORMANCE SECURITY :

- 4.1 For successful bidders the bid security will be converted into performance security.
- 4.2 The successful bidders is required to pay Total Performance security amount equal to 10% of the approved rate (Negotiated if any) per month x 12 months.
- 4.3 Performance Security shall be submitted in the form of Demand draft drawn in favour of Coastal Aquaculture Authority, Chennai issued by a Nationalised Bank or by bank guarantee.
- 4.4 Performance Security will be discharged without interest, after completion of Agency's performance obligations under the contract.

4.5 If the Agency fails or neglects any of his obligations under the contract it shall be lawful for Coastal Aquaculture Authority to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

5. PAYMENTS TERMS:

Monthly salary bills based on the attendance of the deployed personnel and the quoted (approved) rate, shall be submitted in duplicate to the CAA specified in contract alongwith attendance sheets of the employees.

5(a) Prices:-

- (i) Rates charged by the Agency for the services given under the contract shall not be higher than the price quoted by the Agency in his bid.
 - (ii) In case of any reduction of taxes and statutory levies (if any) during the contractual period CAA shall take the benefit of decrease in such taxes/duties for the services to be availed from the date of enactment of revised taxes.
 - (iii) In case of increase in taxes during the contractual period, CAA shall be liable to revise the rate as per new taxes for the services to be availed for remaining period of the contract.
- 5(b) Travelling allowances bills shall be submitted to CAA for the deployed personnel as and when they were performed official journey at the rates of TA/DA prescribed by CAA.

6 TERMINATION OF CONTRACT :

6.1 CAA may without prejudice to any other remedy for breach of contract, may terminate the contract in whole or in parts.

- (a) If the Agency fails to arrange the supply of any or entire Jobs/Personnel within the period (s) specified in the contract or any extension thereof granted by CAA,.
- (b) If the Agency fails to perform under any terms and conditions of the contract.

6.2 CAA may without prejudice, to other rights under law or the contract provided get the hiring or job done at the risk and cost of Agency, in above circumstances.

6.3 "The Coastal Aquaculture Authority Reserves the right to stop the usage of any kind of job/ Personnel & Terminate the Tender at any time during the validity / Extended period of Tender without assigning any reason what so ever & CAA shall not be responsible for any loss to the Agency on this Account".

7.The engagement and employment of personnel and payment of wages to them as per existing provisions of various labour laws and regulation is the sole responsibility of the Agency and any breach of such laws or regulations shall be deemed to be breach of this contract.

8.The Agency should supply attendance registers for each places for all personnel and their personnel should sign with time for all working days. Personnel

should ensure that at the beginning and at the end of duty; the attendance registers are completed and signed by them

9. The Agency shall be responsible for payment of service Tax if any. The Agency should have registered his name with service Tax Authorities even though he is exempted from paying of service Tax and copy of the service Tax Registration certificate showing his Service Tax number should be produced to this Office.
10. The CAA reserves the right to reject any or all tenders in full or in part without assigning any reasons and the decision of Member Secretary shall be final and is binding on all concerned.
11. The decision of the Member Secretary, CAA will be binding on all the tenderers in respect of all the disputes relating to this tender. No appeal against the decision of the Member Secretary, CAA shall be entertained.
12. **Service:** Provision of following manpower services/ Personnel on Hiring basis for various kind of nature of duties.
 - a. Support staff.
 - b. Clerical Assistant
 - c. Field cum Lab Technical Assistant
 - d. Technical Assistant
 - e. Hindi Typist
 - f. Stenographer
13. **Period of Contract :** Under normal circumstances the contract shall be valid for contracted period of one year from date of issue of work order. However contract may be extended for further period of one year, if agreed by the Agency and CAA on the same rate, terms and conditions.
14. **Quantity:** CAA shall place order only as per actual requirement from time to time
15. In case of frequent violations of the terms & conditions, the contract can be cancelled forthwith without any notice.
16. For all purposes the Agency will be the “Employer” within the meaning of different labour legislations in respect of the personnel so employed and engaged by him. The persons deployed by the service provider in CAA shall not have any claims whatsoever like employer and employee relationship against CAA.
17. The service provider shall not assign, transfer, pledge or subcontract the performance of service without the prior written consent of this office.
18. The Agency shall deploy staff as per education, qualification and experience given in the tender notice/ as informed by CAA. The Agency shall provide necessary undertaking and documentary evidence in this regard.

19. The Agency shall not deploy or shall discontinue deploying the person(s) if so desired by the CAA at any time without assigning any reason whatsoever.
20. The Agency shall ensure that any replacement of the personnel, as required by the CAA for any reason specified or otherwise, shall be effected promptly without any additional cost to CAA. If the Agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the CAA at Agency's own cost.
21. The Agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, ESI etc. relating to personnel deployed by it at the CAA or for any accident caused to them and the CAA shall not be liable to bear any expenses in its regard. The Agency shall also be responsible for the insurance of its personnel. The Agency shall specifically ensure compliance of various Laws/Acts, including but not limited unit the following and their re-enactments / amendments / modifications.
- i. The payment of wages Act 1936
 - ii. The Employment Provident Fund Act, 1952
 - iii. The Factory Act, 1948
 - iv. The contract Labour Regulation Act, 1970
 - v. The payment of Bonus Act, 1965
 - vi. The payment of Gratuity Act, 1972
 - vii. The Employees state insurance Act, 1948
 - viii. The Employment of children Act, 1938
 - ix. The Motor vehicle Act, 1988
 - x. Minimum wages Act, 1948
 - xi. Any other Act / Rules.

Duties of the Agency

22. The Agency shall submit all documentary proof for the identity and residential address of persons employed after thoroughly verified.
23. The Agency may replace/ transfer personnel with the prior knowledge of the CAA's Authority and full particulars of the replaced personnel so engaged shall be given to CAA's Authority.
24. No leave of any kind to the personnel shall be sanctioned by CAA authority.
25. Penalty.
- a. Any violation of instruction/agreement or suppression of facts in the agreement and the details of personnel engaged will attract cancellation of agreement without any reference or any notice period.
 - b. In case of non-compliance with the contract, the CAA reserves its right to :
 - a) Cancel/revoke the contract, and / or
 - b) Impose penalty upto 100% of the total annual value of contract.

- c. In case of non compliance / non performance of the service according the terms of the contract, the CAA shall be at liberty to make suitable deduction from the bill without prejudice to its right under other provisions of the contract.

SECURITY DEPOSIT

26. Performance guarantee (security deposit) equal to 10% of the Annual contract value (refundable without interest; after two months of termination of contract / on completion of entire obligation under this contract) in the form of pay order / demand draft or bank Guarantee should be provided.

ROLE OF DEPLOYED PERSONNEL

27. The engaged personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative / organization matters as all are of confidential / secret nature. The person concerned shall be liable for penable action under IPC, CR.PC. or any other relevant provision besides, action for breach of contract.
28. The person deployed shall not claim any master & servant employer & employee relationship against this office.
29. Working hours would be normally 8 ½ hours per day between 0900 to 1730 hours including half an hour lunch break from Monday to Friday. The personnel may be called on holidays, if required, without overtime allowance & etc.. In case, the person deployed comes late; leaves early on three occasions, proportionate deduction for one day will be made. The person deployed may also be required to work beyond office hours for which he/she would not be paid any extra remuneration.

CONTRACT VALUE & TENURE

30. There would be no increase in rates payable to the Agency during the contract period.

RIGHTS OF CAA

- 31.
- a. In case of any dispute between the Agency and CAA, the CAA shall have the right to decide. However, for all matters, jurisdiction shall be at the local courts located at Chennai.
 - b. Office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings equipments or vehicles of personnel of the service providers.
32. Dealing Offence/Loss etc..
- a. The Agency shall also be fully responsible for any loss, of material and of property CAA attributable to the negligence or failure of the personnel

in complying with the prescribed procedure. All losses suffered by CAA on this account shall be compensated in full by the Agency. The decision of CAA in this regard shall be final and binding on the Agency.

- b. In case of breach of any of the terms of agreement, the performance security deposit of the Agency shall be liable to be forfeited by the CAA. In addition, the contract/ agreement will also be liable to be terminated. Any sum of money due or payable to the CAA including the security deposit refundable to him under contract can be appropriated by the CAA against any amount which the Agency may owe to the CAA.

33. Taxes & Subscriptions etc...,

- a. The tax deducted at sources under various Acts. The concerned as applicable shall be deducted from the bill unless exempted by the concerned Department.
- b. The Agency is required to quote service Tax (Government Levy) separately at the rate applicable in Tamil Nadu State.
- c. The Agency should be registered with the concerned Govt. authorities, and a copy of the registration may be submitted.

34. Qualification and experience for deploying personnel:

For Support Staff:

- a. SSLC pass/fail
- b. Knowledge in operating fax/ Xerox/ binding machines etc...
- c. Experience in driving car is desirable.

For Clerical Assistant:

- a. Any degree.
- b. Good knowledge in computer operations.
- c. Having experience in maintenance of accounts at least for 2 years is desirable.

For field cum Lab Technical Assistant:

- a. Post graduate in marine biology/ fisheries science/ aquaculture/ environmental science.
- b. Experience in waste water analysis at least for one year.
- c. Experience in operating BOD, COD, Spectro photo meter, nitrogen analyzer, CHNSO analyzer etc... at least for one year.

For Technical Assistant:

- a. Master's Degree in Aquaculture or Zoology or Fisheries or Marine Biology from a recognized university or equivalent.
- b.

For Hindi Typist:

- a. Any Degree.
- b. Certificate of Rastrabasha from Dakshin Hindi Prachar sabha or equivalent.
- c. 25 words/ minute in hindi typing.
- d. Pass in Hindi typewriting (lower)

For Stenographer

- a Senior grade certificate in Stenography and typing
- b Good knowledge in computer
- c Any degree preferable (English medium).
- d At least one year work experience.

The sealed quotations with separate technical and financial bids duly filled in the prescribed proforma may be sent to the Member Secretary, Coastal Aquaculture Authority, Second Floor, Shastri Bhawan Annexe, Chennai – 600 006 so as to reach to this office latest by 1700 hours of 13-12-2013. The quotations will be opened on prior intimation to tenderers. Authorised person may attend at the time of opening of quotation.

authorized

Signatory of

with seal

Signatory of the Agency

FINANCIAL BID FORM

Tender No.

Date :.....

A: (Name & Address of the Purchaser)

Dear Sir,

1. Having the conditions of contract and services to be provided Nos. _____ the receipt of which is hereby duly acknowledged. I/we, undersigned, offer to provide manpower/personnel in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. I/We undertake, to enter into an agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will submit demand draft/ the guarantees of a nationalized / Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Encl:

- a. Price Schedule statement
- b. Salary payable statement

Dated this Day of 201.....

Signature ofIn capacity of.....

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

Signature of Tenderer

TECHNICAL BID FORM

Tender No.

Date

A: (Name & Address of the Purchaser)

To

The Member Secretary
 Coastal Aquaculture Authority,
 2nd floor, Shastri Bhawan Annexe,
 26, Haddows Road,
 Nungambakkam,
 Chennai – 600 006.

SUBJECT : SEALED TENDER FOR HIRING MANPOWER SERVICES/
 PERSONNEL.

Sir,

With reference to tender No. _____ dated _____
 regarding Notice inviting quotations for hiring MANPOWER/ PERSONNEL. We
 have read the terms and conditions in the Bid Document and accept the same and
 furnish the following documents:

- a. Partnership Deed or proprietorship deed or Article / Memorandum of Association.
- b. Income tax return filed for the last 3 years.
- c. Copy of Registration Certificate from EPFO
- d. Copy of Registration Certificate from ESIC.
- e. Copy of PAN Card.
- f. Copy of Registration Certificate for Service Tax under PAN based i.e. Form ST-2 issued by the Central Board of Excise and Customs, Ministry of Finance, Department of Revenue, stating the service tax/ accounting codes for services and other details.
- g. Copy of Registration Certificate for Service Tax i.e. Form ST-2 issued by the Office of the Commissioner of Central Excise.
- h. Copy of pass book for Professional Tax.
- i. Audited financial statements for the last 3 years.
- j. Copy of Certificate for ESI Employer's Code under I.T. Enablement Process
- k. Licence granted by the Office of the Licensing Officer and Assistant Labour Commissioner (Central), Ministry of Labour and Employment, Govt. of India.

Yours truthfully,

Name _____

Address _____

Telephone _____

Seal of the firm _____

Date :

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach on _____ or before date of bid opening)

To,

The Member Secretary
Coastal Aquaculture Authority,
2nd floor, Shastri Bhawan Annexe,
26, Haddows Road,
Nungambakkam,
Chennai – 600 006.

Subject: Authorization for attending bid opening on _ _ _ _ _ (date) in the
Tender of _____

Dear Sir,

Following person is hereby authorized to attend the bid opening for the tender
mentioned above on behalf of _____ (Bidder).

Name	Specimen Signature
I.	

Alternate Representative

Name	Specimen Signature
I.	

Signature of Bidder
Or
Officer authorized to sign the bid
Documents on behalf of the bidder

NOTE:

1. Maximum of one representative will be permitted to attend bid opening. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorisation as prescribed above is not received.

SALARY PAYABLE TO DEPLOYED PERSONNEL
(Print Name of the Company & address)

Sl No		Kind of Job					
		Support staff (peon, etc)	Clerical Assistant	Field cum Lab Tech.Asst.	Tech. Asst.	Steno- grapher	Hindi typist
1	Basic pay*						
2	DA*						
3	Others*						
4	Total emoluments*						
5	Employee's contribution for EPF						
6	Employee's contribution for ESI						
7	Employee's other deduction						
8	Net payable						

*should be same as per price schedule.

Yours truthfully,

Name _____

Address _____

Telephone _____

Seal of the firm _____

Date :

Price Schedule
(Print Name of the Company & address)

Sl No		Kind of Job					
		Support staff (peon, etc)	Clerical Assistant	Field cum Lab Tech.Asst.	Tech. Asst.	Steno-grapher	Hindi typist
1	Service charges						
2	Employer's contribution for EPF*						
3	EPF Administrative charges*						
4	Employer's contribution for ESI*						
5	Total cost						

Place _____ Signature of tenderer

Date _____

Name of the Tenderer

Address _____

Telephone _____

Seal of the firm _____

Date :

- Proof for rate of contribution should be submitted.

No.1-7/2013-Admn. Dated : 13.11.2013
COASTAL AQUACULTURE AUTHORITY
Government of India
Ministry of Agriculture
2nd Floor, Shastri Bhavan Annexe
Chennai – 600 006

TENDER NOTICE

1. Sealed quotations are invited from Registered Manpower/HR Agencies for providing job on contract for this office. Documents may be obtained by cash/demand draft from this office at the above said address on payment of Rs.500/- (Rupees five hundred only) or downloaded from the website www.caa.gov.in. Those bidders downloading Tender document from web site should deposit tender document fees of Rs. 500/- in the form of Demand draft drawn in favour of Coastal Aquaculture Authority payable at Chennai along with Technical Bid.
2. Selection will be on basis of fulfillment of the eligibility criteria.
3. The Sealed quotations with separate Technical and Financial Bids duly filled in the prescribed proforma may be addressed to the **Member Secretary, Coastal Aquaculture Authority, 2nd Floor, Shastri Bhavan Annexe, Chennai – 600 006**, so as to reach him latest by 1700 hours of 13.12.2013. The quotations may be sent by post to the above mentioned address or dropped in the tender Box placed at CAA within the stipulated period.
4. Quotations received after the closing date and time shall not be considered.

MEMBER SECRETARY