

	<p style="text-align: center;"><b>RAJIV GANDHI CENTRE FOR AQUACULTURE</b> (MPEDA, MINISTRY OF COMMERCE &amp; INDUSTRY, GOVT. OF INDIA) TECHNOLOGY TRANSFER TRAINING &amp; ADMINISTRATIVE COMPLEX, 3/197, POOMPUHAR ROAD, KARAIMEDU VILLAGE, SATTANATHAPURAM PO. SIRKALI TALUK-609109, NAGAPATTINAM DIST., TAMIL NADU Phone: +91 4364 265200 E mail: <a href="mailto:rgcaho@gmail.com">rgcaho@gmail.com</a>, website ; <a href="http://www.rgc.org.in">www.rgc.org.in</a></p>	
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**TENDER NOTICE – OUTSOURCING OF MANPOWER FOR RGCA AQUACULTURE  
DEMONSTRATION FARM, KARAIKAL**

**Tenders are invited from reputed Manpower Agencies/Firms/registered Service providers from Karaikal & Pondicherry only for providing manpower on outsourcing basis to RGCA Aquaculture Demonstration Farm Project, Karaikal.**

**Last date for submission of Tender: 28/02/2019**

**Sd/=**  
**PROJECT DIRECTOR**



**RAJIV GANDHI CENTRE FOR AQUACULTURE**  
(MPEDA, MINISTRY OF COMMERCE & INDUSTRY, GOVT. OF INDIA)  
TECHNOLOGY TRANSFER TRAINING & ADMINISTRATIVE COMPLEX,  
3/197, POOMPUHAR ROAD, KARAIMEDU VILLAGE, SATTANATHAPURAM PO.  
SIRKALI TALUK-609109, NAGAPATTINAM DIST., TAMIL NADU  
Phone: +91 4364 265200 E mail: [rgcaho@gmail.com](mailto:rgcaho@gmail.com), website ; [www.rgc.org.in](http://www.rgc.org.in)



Name of the work	<b>OUTSOURCING OF MANPOWER FOR RGCA AQUACULTURE DEMONSTRATION FARM, KARAIKAL</b>
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Rajiv Gandhi Centre for Aquaculture (RGCA), a society of Marine Products Export Development Authority (MPEDA) an autonomous body of Ministry of Commerce & Industry, Govt. of India invites Tenders from Manpower Agencies satisfying the following eligibility criteria for the above proposed works.

**ELIGIBILITY CRITERIA:**

1. The bidder should have at least three years of successful experience in providing skilled, semi-skilled, and/or unskilled manpower either to State/Central Government organizations/ PSUs/ Central Autonomous organizations/firms/MNCs of good repute and industry standing;
2. The bidder should be registered with government authorities for running the manpower outsourcing business, for providing support of manpower/technical/non-technical/professional manpower etc.;
3. A notarized copy of the valid registration and proof of experience (copy of work orders, completion/experience certificates, bills etc..) should be attached to the technical bid.
4. For the purpose of this bid, a month shall be calculated as twenty six (26) working days.
5. The manpower deployed by the bidder should have valid prior experience in the field/post to which they are deployed and proof of the same shall be submitted to RGCA in advance for verification;
6. The bidder should disclose any legal suit/criminal case/offences involving moral turpitude/any earlier termination of contract for fault of the bidder/blacklisting against its proprietor or any of its Directors prior or pending;
7. The bidders may note that the testimonials submitted by them in proof of the above requirements are latest, valid and genuine as they may be verified from the concerned authorities;
8. The annual turnover of the bidder for the last three years should be at least Rs.50,00,000/- (Rupees Fifty Lakhs Only). Copy of the self-attested Income Tax returns

or audited balance sheet duly certified by the Chartered Accountant to be enclosed with the technical bid;

9. The bidder should submit valid Employees' Provident Fund and Employees' State Insurance registration(or Work Men Compensation Scheme in case of non-availability of ESI Scheme in the particular region) with the appropriate Regional authority.
10. The bidder shall submit valid Income Tax PAN/TAN number/ /Sales Tax/Service Tax Registration Numbers/ GST registration and details thereof should be provided;
11. The bidder shall submit self-attested copy of valid manpower license from the Regional Manpower Commissioner for specific number required for the contract under Contract Labour (Regulation & Abolition) Act, 1970;
12. The bidder shall submit all other valid registration that may otherwise be required for providing the services as mandated under law;
13. The head office/branch office of the bidder shall be located at Pondicherry /Karaikal and proof of the same shall also be submitted along with the bid;
14. The bidder shall submit its incorporation documents along with the Technical bid to show proof of legal existence;
15. The cost of Tender document of Rs. 1,000/- (which is non-refundable) should be paid by Demand Draft drawn in favour of "Rajiv Gandhi Centre for Aquaculture" payable at Mayiladuthurai along with tender documents.
16. Rate quoted are on basis the Contract Labour (Regulation & Abolition) Act, 1970 & Rules 1971. Rates of wages including V.D.A, area wise per day/person for Unskilled, Semi skilled, Skilled and Highly skilled under Agriculture category **except Security Guards and House Keeping** for Area "A", Area "B" & Area "C". The rates for Security Guards, House Keeping shall be as per the Minimum Wages Act for the particular industry. Statutory benefits viz EPF, ESI/ (Workmen Compensation Scheme in case of non availability of ESI scheme in the particular region) etc. as per Government norms.
17. The bidder shall submit Earnest Money Deposit of Rs.3,00,000/- as Demand Draft / TDR drawn in favour of "Rajiv Gandhi Centre for Aquaculture" payable at Mayiladuthurai in a closed envelope along with Tender document. There is no exemption of EMD for NSIC/MSME certificate holder. Technical bid without DD's /TDR of EMD shall not be qualified for further evaluation. The Earnest Money will be retained in the case of successful Tenderer as part of the Security. EMD given by unsuccessful Tenderers will be returned without any interest and the same will be done only after successful Tenderer accepts the Contract.
18. The bidder if qualified in the price bid, EMD shall be adjusted against the Security deposit cum Performance guarantee and the remaining amount of security

deposit (if any) after calculation must be submitted along with acceptance of work order in the form of Fixed Deposit/ Bank Guarantee in the name of "Rajiv Gandhi Centre for Aquaculture", payable at Mayiladuthurai. The bidder will have to undertake to extend the guarantee to such periods as mutually agreed in case of extension of contract. Security deposit cum Performance guarantee will be released by the Rajiv Gandhi Centre for Aquaculture, after the successful completion of the contract. The security deposit shall remain valid for the period of the contract. The security deposit shall be forfeited in case of non-fulfillment of the terms & conditions of the contract and or for compensating any loss suffered due to any employee deployed by the service provider. Performance guarantee can be forfeited (partly/ fully) in case if ESI, EPF compliance is not met depending upon the cause, 10% at first instance and in multiples of ten at every next instance.

19. Bidders meeting the required criteria mentioned in this document shall only be considered for evaluation of price bid. Bidders must provide certified photocopies of documents in support of fulfilling minimum criteria as stated above.
20. All bidders shall provide a signed copy of the Terms and Conditions annexed herewith.
21. Completed Tender along with the requisite documents are to be submitted in a sealed cover on or before 17.00 Hrs of 28/02/2019 at RAJIV GANDHI CENTRE FOR AQUACULTURE, (MPEDA, MINISTRY OF COMMERCE & INDUSTRY, GOVT. OF INDIA), TECHNOLOGY TRANSFER TRAINING & ADMINISTRATIVE COMPLEX, 3/197, POOMPUHAR ROAD, KARAIMEDU VILLAGE, SATTANATHAPURAM POST, SIRKALI TALUK-609109, NAGAPATTINAM DIST., TAMIL NADU. No tender by fax/email will be accepted.
22. The time & venue of opening of the Tender Documents shall be informed to the Tenderers by RGCA via email/ post.
23. Incomplete and late bids/Tenders will be summarily rejected.
24. RGCA reserves the right to cancel the tender at any time/stage or relax/amend/withdraw any of the terms and conditions contained in the tender document or reject any or all bidders without assigning any reason whatsoever. No enquiry, after submission of quotation shall be entertained. In case of withdrawal of any bid before finalization of the tendering process, the EMD of the concerned bidder shall stand forfeited.

**PROJECT DIRECTOR  
RGCA**

## Terms & Conditions:-

1. The successful bidder shall enter into a contract with RGCA for a period of one year.
2. The service provider shall engage such number of qualified employees as required by RGCA from time to time.
3. The number of categories of employees required in each category may vary. The number of employees may be reduced or increased according to the requirement of RGCA. The service provider agrees that there will be no fixed commitment from RGCA.
4. The outsourced employees engaged by the service provider shall be polite, cordial, positive and efficient while handling the assigned work so that their actions promote good will and enhance the image of RGCA in front of the stake holders and the general public at large. The deployed employees shall not harm the goodwill, reputation, best interests or property of RGCA in any manner. The service provider shall be fully responsible for any act of indiscipline or insubordination on the part of persons deployed by them.
5. The service provider shall make sure that the outsourced employees deployed by them shall decently display photo ID cards with tag whenever they are on duty for RGCA. The ID Cards must display the logo and full address of the service provider apart from the basic details of the employee. The ID card to be issued to the outsourced employees deployed by the agency shall be approved by RGCA before issue.
6. The service provider may also require to supply professional/support/technical/ non-technical manpower on short term basis on the same terms and conditions, of the tender and contract agreement.
7. **The administrative or service charges will be the crucial factor for deciding the lowest bidder and award of contract.**
8. RGCA shall maintain a data in respect of workers deployed by the service provider. The wages/remuneration will be decided in respect of the employees as per the attendance system. In case of late attendance for more than half an hour, ½ day's salary will be deducted from the individual's salary account.
9. The employees engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary every month. The employees of the service provider shall in no event be considered employees of RGCA or have any right/lien towards the post deployed in any manner.
10. The monthly salary (26 days) payable to each employee by the service provider is inclusive of statutory obligations such as EPF etc., in case of applicable categories and all other statutory deductions in case of other categories, as per Govt. norms.

RGCA is only liable to pay such amounts as have been agreed in the contract. The service provider shall be wholly responsible for compliance of these statutory obligations including minimum wages act. The proof of remittance of EPF by way of electronic transfer (ECR' challan) remittance details exclusive for the employee engaged by the agency at RGCA should be produced.

11. The employees of the service provider shall not claim any benefit/ compensation/ absorption/ regularization of services from RGCA under any statutory provisions, this contract or under principles of equity.
12. The transportation, HRA, Food, Medical and statutory requirements in respect of each employee of the service provider shall not be the responsibility of RGCA.
13. Working hours would be normally 08 hours per day from 9.00 AM to 5.30 PM (lunch break half an hour) and maximum upto 12 hours. However, in exigencies of work, they may be required to sit late and may be called on Sunday and other Gazetted holidays.
14. No wage/remuneration shall be paid to any workers for the days of absence from duty.
15. The service provider shall provide replacement within seven days of any person leaving the job due to his/her own personal reasons or on termination for indiscipline/insubordination at no extra cost. In case of leave in excess of seven days also, suitable replacement shall be provided at no extra cost.
16. The employees are required to proceed on official duties within station/outstation etc., as and when assigned by RGCA. Any such employee supplied by outsourcing agency if he fails to comply the instructions issued by RGCA should be withdrawn by the agency forthwith and a replacement provided within 7 working days from date of notice by RGCA.
17. Daily schedule of work assigned/output of work to be maintained by each employee supplied by the service provider. The certified record of work attended daily, daily work report should be submitted every week by the concerned employee to their respective Section In-charges at RGCA. A monthly report on their work output should be submitted by each outsourced employee in the prescribed format to their concerned HODs/Section In-charges at RGCA.
18. The service provider shall indemnify RGCA against any breach of contract, loss to life or loss or breach of confidential information or damage of goods/ Materials/ Equipment etc., on account of negligence or fault of any workers engaged by the service provider. For avoidance of doubt, 'breach of contract' shall include without limitation any acts of insubordination or indiscipline by the deployed employees or breach of clause 23 and 24 of this contract.
19. RGCA's liability for any direct damages shall be limited to the pro-rata portion of the salary of the deployed employees in dispute.

20. The service provider shall not assign, transfer, pledge or sub contract the performance of service without the prior written consent of RGCA.
21. Either party can terminate the agreement by giving one (1) month notice in writing in advance.
22. In case of any dispute touching any of the clauses of the agreement, the parties shall first resolve the same amicably under the direction of Project Director, RGCA. Any dispute if unresolved amicably, shall be submitted to arbitration before a sole arbitrator nominated by both parties and such who has technical expertise in the matter. The venue and seat of arbitration shall be Karaikal/Pondicherry and shall be governed by the laws of India with particular reference to the laws of Tamil Nadu. The proceedings of arbitration shall be in English.
23. The employees of the service provider shall not form/join any labour union or resort to strike or demonstration or any other agitation of this nature; any violation of this condition shall be considered a breach of contract.
24. The employees deployed by the service provider must not act against the interest of RGCA. The workers shall not divulge or disclose to any person, any details, of office, operational process, technical know-how, security arrangements and administrative/organizational matters.
25. In the event the service provider fails to comply with any statutory/taxation liability leading to any claim being made on RGCA, or any obligation, monetary or otherwise, arising, RGCA shall deduct such amounts from the outstanding bills of the Service Provider, or at its discretion from the Performance Security.
26. The service provider shall immediately withdraw/replace such employees who are found not suitable by RGCA for any reasons. RGCA reserves every right to order the service provider to withdraw/replace/curtail/reduce any number of outsourced employees in all the categories/the working hours of the engagement of any employee supplied by the service provider without reasons and without liability.
27. The personnel engaged by the service provider should not have any criminal cases pending against them. The service provider shall make adequate enquiries about the character and antecedents of the person whom they are recommending.
28. The service provider should also ensure that the personnel engaged are healthy and medically fit to work in the proposed role. The service provider shall ensure that the deployed employees at no event abuse drugs or other psychotropic substances or be under the influence of alcohol. Medical Certificate might be provided when called for.
29. The service provider shall submit the bill in triplicate in respect of a particular month in subsequent month. The payment shall be released within 10 days from the date of receipt of bills after statutory deductions at source.

30. The service provider shall be contactable at all times and message sent by phone/e-mail/special messenger from RGCA should be promptly responded to in fulfilment of the contract from time to time.
31. The contract shall be interpreted and have effect in accordance with the law of India and any suit or other proceedings related to this contract shall be fixed. The Parties agree to submit their grievances to the exclusive jurisdiction of the competent courts at Karaikal/Pondicherry.
32. The service provider shall ensure its deployed employees fully conform to the policies and procedures of RGCA from time to time.
33. This Agreement shall form the entire understanding between the Parties and shall supersede all other oral or written communications between the Parties regarding its subject matter. The tender conditions shall be read along with this Agreement.
34. All amendments to this Agreement shall be made in writing and be executed by both the Parties.
35. The remedies available for RGCA in case of breach of contract shall be in addition to and not in derogation of each other, whether under this contract, tort, law or equity.
36. All terms and conditions under this Agreement, which by their nature are intended to survive this Agreement shall survive indefinitely.
37. The service provider shall keep confidential the terms and conditions of this Agreement, pricing and any other information of RGCA it may become privy to in lieu of this Agreement.
38. If any of the provisions of this Agreement be found invalid and unenforceable, the remaining provisions shall be given full effect and construed harmoniously to the extent it is reasonably permitted.
39. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
40. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been at the address as set forth in this Agreement for the Parties.





**RAJIV GANDHI CENTRE FOR AQUACULTURE**  
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Phone: +91 4364 265200 E mail: [rgcaho@gmail.com](mailto:rgcaho@gmail.com), website ; [www.rgc.org.in](http://www.rgc.org.in)



<b>NAME OF THE WORK</b>	<b>OUTSOURCING OF MANPOWER FOR RGCA -AQUACULTURE DEMONSTRATION FARM, KARAIKAL</b>
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**TECHNICAL BID (COVER-I)**

SI No.	Particulars	To be filled up by the Bidder
1	Name of Agency	
2	Details of EMD & Tender Fees; i) Amount ii) Reference No. iii) Date iv) Issuing Bank	
3	Date of establishment of the agency (Certificate of registration to be enclosed)	
4	Detailed official postal address of the agency with i) Telephone number ii) Fax number iii) Website address iv) E-mail id v) Mobile number	
5	PAN Number (copy to be enclosed)	
6	Service Tax / GST Registration number (copy to be enclosed) Give 15 digit Service code number.	
7	EPF registration number (copy to be enclosed)	
8	ESI registration number (copy to be enclosed)	
9	Professional Tax registration number (copy to be enclosed)	
10	Annual Turnover of last three years; Copy of the IT return/Certified copy of Audited Balance Sheet from Chartered Accountant to be enclosed.	

11	Present HR strength of the agency in the country	
12	Whether the agency has been blacklisted by any Govt. organization. (Self- certification to be enclosed)	
12A	Details of any legal suit/criminal case/offences involving moral turpitude/any earlier termination of contract for fault of the bidder/blacklisting against its proprietor or any of its Directors prior or pending	
13	Names & designation of authorized persons eligible to enter into contract. (Power of attorney/Affidavit in favour of person signing the papers to be closed)	
14	Name of person to be contacted in the absence of authorized person mentioned above.	
15	List of Major Clients along with details regarding turnover, number of employees and duration of contract to be enclosed along with contact details of the Clients	
16	Proof of having operation of head office/branch office at respective Region *	

\*Manpower Agencies located in Karaikal/Pondicherry can only apply.

### **DECLARATION**

I hereby certify that the information furnished above is full and correct to the best of my knowledge. We understand that in case of any false declaration, the Agency will be blacklisted.

Signature of Authorized Signatory

Name:

Designation:

Date:

Place:

<b>FINANCIAL BID ( WORKERS REQUIREMENT)</b>				
<b>RGCA - AQUACULTURE DEMONSTRATION FARM, KARAIKAL</b>				
Sl.No.	Positions of engaged manpower	No. of personnel required	Category	Wages per person/month (Excluding employer's EPF & ESI/WC contribution)
<b>" C "AREA</b>				
1.	Farm Helpers	12	Unskilled	Rs.321 x26days= <b>Rs.8,346/-</b>
2.	Security Guard(without Arms)	3	-	Rs.527 x26days= <b>Rs.13,702/=</b>
3.	Sweeping & cleaning	1	-	Rs.373 x26days= <b>Rs.9,698/-</b>
	<b>Total</b>	<b>16</b>	-	-
	<b>Service Charges in %</b>			

**Number of persons may increase or decrease, based on the requirements of RGCA**

**Note :**

1. Service charges will be quoted in percentage.
2. Manpower Agencies located & registered in Karaikal & Pondicherry can only apply.
3. Wages quoted for Sl No: 1 is under Agriculture Category of CLRA Rate.
4. Wages quoted for Sl No : 2 is under CLRA – Industrial workers (Watch & ward) Rate.
5. Wages quoted for Sl No : 3 is under CLRA – Industrial workers (Sweeping and Cleaning) Rate.
6. Service provider may be given priority who is having work experience in aquaculture hatchery/ farm while engaging Hatchery/Farm workers

**ADDRESS OF RGCA PROJECT LOCATION**

<b>SL NO</b>	<b>PROJECT ADDRESS</b>
1.	RAJIV GANDHI CENTRE FOR AQUACULTURE (MPEDA, Ministry of Commerce and Industry, Govt. of India) <b>Aquaculture Demonstration Farm</b> No. 102, Gowtham, North Street, Karukalacherry Akkaraivattom P.O, Neravy (Via) Karaikal-609 602. U.T of Pondicherry