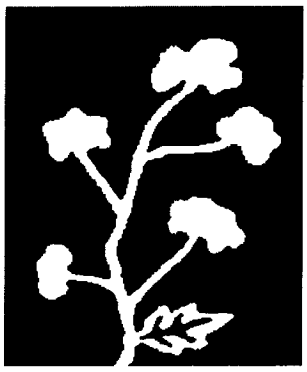
भा.क.नि.



CCI

THE COTTON CORPORATION OF INDIA LIMITED,

NAVI MUMBAI

NOTICE INVITING TENDER

FOR

"OUTSOURCING OF MANPOWER"

KAPAS BHAVAN, PLOT NO. 3/A,

SECTOR NO. 10,

CBD BELALPUR,

NAVI MUMBAI – 400614.

TEL NO. : (022) 27579217

SCHEDULE

1.	Name of Work	Providing Manpower comprising of Officers and Staff
2.	Estimated Cost of Work	Rs. 2,50,00,000 per annum (approx.)
3.	Earnest Money	Rs. 5,00,000/- **(Service Providers who are registered with NSIC as SSI Unit and have valid Certificate from NSIC for providing "manpower services" are exempted for submission of EMD)**
4.	Period of contract	01 (one) year (Extendable to a further period of two more year based on Corporation requirement & performance of agency).
5.	Last Date, time and place of receipt of duly filled tender document (Both Technical & Financial Bid)	23.08.2019 upto 3:00 pm CGM (HRD), THE COTTON CORPORATION OF INDIA LIMITED, KAPAS BHAVAN, PLOT NO. 3/A, SECTOR - 10, CBD BELAPUR, NAVI MUMBAI – 400614. (On 4th Floor – Tender Box)
6.	Pre Bid Meeting	Date : 16.08.2019 Time : 3:00 pm Venue: 4th Floor, Kapas Bhavan, Plot No. 3A, Sector-10, CBD Belapur, Navi Mumbai, 400614, Maharashtra.
7.	Date and time of opening of: 1. Technical Bid of tender document (Envelope -1) 2. Financial bid of tender document (Envelope -2)	 23.08.2019 at 3:30 pm Will be intimated to technically qualified tenderers.

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CCI
THE COTTON CORPORATION OF INDIA LTD.
(A Government of India Undertaking)
'Kapas Bhavan', Plot No. 3-A, Sector 10, CBD, Belapur, Navi Mumbai 400 614.
Telephone NO.27579217, 27571429, Fax No.27576030, 27576069, 27579219
Website: http://www.cotcorp.org.in

No. CCI/H.O/HRD/Tender-Temp. Outsourcing/2019 08.08.2019

NOTICE FOR INVITING OPEN TENDER

The Cotton Corporation of India Ltd. was set up in July, 1970 by the Government of India as the only public sector undertaking in the field of marketing of cotton. It came into existence to act as the canalizing agency for imports of cotton and purchase of raw cotton for giving necessary price support to enterprising cultivators and also for procuring raw cotton for textile mills. The role and function of CCI continued to enlarge with the changing cotton scenario in the country. The role assigned to the Corporation as per Textile Policy, 2000 is as under:-

To act as the Government Agency for undertaking Price Support Operations, whenever the market prices of kapas touch the Minimum Support Prices announced by the Government of India, without any quantitative limit. To undertake commercial operations only at CCI's own risk.

The sealed quotations are invited from reputed agencies/firms for outsourcing of manpower to perform the following official works in CCI at Head Office as well as at its Branch Offices for a period of one year on contract basis.

Nature of Job	Consolidated remuneration (Rs. Per month)	No. of personnel required
Assistant Manager (Mktg.)	35,000/-	11
Assistant Manager (Acctts.)	35,000/-	9
Assistant Manager (Legal)	35,000/-	1
Assistant Manager (OL)	35,000/-	1
Assistant Manager (any discipline)	35,000/-	As per requirement
Commercial Executive	30,000/-	50
Junior Assistant (Field/General/Accounts)	17,000/-	50
Semi-skilled/ Unskilled i.e plumber, electrician, gardener, driver etc.	14,000/-16,000/-	As per requirement

(The number of persons is tentative and the same may increase or decrease as per requirement of the Corporation)

Tender is invited in two parts i.e. (1) qualifying bid & EMD and (2) Financial bid. The tender form for qualifying bid in the proforma prescribed in Annexure –I and the tender form for the financial bid in the proforma prescribed in Annexure – II, complete in all respects, sealed separately, and kept in sealed cover together, should be superscribed as **"Quotation for providing Manpower Services to CCI"** and should be submitted to the CGM (HRD), THE COTTON CORPORATION OF INDIA LIMITED, KAPAS BHAVAN, PLOT NO. 3/A, SECTOR -10, CBD

BELAPUR, NAVI MUMBAI – 400614. Tender form and details can be downloaded from www.cotcorp.org.in.

The technical bid will be opened at 3:30 p.m. on 23.08.2019 in the presence of duly authorized representatives of interested bidders, if they make themselves available at that time.

Last date of submission of Tender document : Upto 23.08.2019 by 3:00pm

Pre Bid Meeting 16.08.2019, 03:00 pm
(The office will not be responsible for delay if any occurred in transit. No claims on this account shall be entertained.)

Technical bid opening date and time : 23.08.2019 at 3:30 pm

(Venue: HRD Section, 4th Floor, Kapas Bhawan, Navi Mumbai.)

The Financial Bid of the technically qualified bidders only will be opened either on the same day or on a later date subject to receipt of adequate technically qualified bids. All technically qualified bidders will be intimated accordingly for the same.

Chief General Manager (HRD)

INSTRUCTIONS FOR TENDER

1. The office of the Cotton Corporation of India Limited, Navi Mumbai invites open tenders from licensed reputed companies/LLP/ partnership firms well experienced in providing Manpower Resources in Govt. Dept./PSU/Autonomous Bodies/Public Service Commission /other agencies (The other agencies include Statutory Bodies and all bodies having ownership and/or control under Central/State Govt.) for its Head office as well as for its Branch Offices.

2. The contract would be for a period of one year. The period of the contract may be further extended after the completion of contract if this office requires to continue with the present arrangement for providing Manpower Resources and is satisfied with the services of the resources or may be curtailed /terminated before the contract period owing to deficiency in service or substandard quality of service offered by the selected companies/LLP/ partnership firms.

3. The tendering companies/LLP/ partnership firms is required to enclose photocopies of the documents, as per the requirements of Technical Bid as given in the Annexure – I, failing which their bids shall be summarily/outrightly rejected and will not be considered further.

4. Conditional bids shall not be entertained and will be out rightly rejected at the very first instance.

5. All entries in the tender form should be legible and filled up clearly. If the space for furnishing of information is insufficient, a separate sheet may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the bid shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialled by the person authorized to sign the tender bids. All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the agency.

6. The envelope containing Technical Bid shall be opened first on the scheduled date and time, in the Head Office, Kapas Bhavan, Navi Mumbai – 400 614 in the presence of the duly authorized representatives of the bidders, if any, who wish to be present on the spot at that time subject to receipt of adequate technically qualified bids. Financial bids of only technically qualified, eligible bidders meeting all the requisite criteria shall be opened in the presence of shortlisted agencies or their authorized representatives on the same day or at a later date subject to receipt of adequate technically qualified bids.

7. The Competent Authority of the Office of the CCI, Navi Mumbai reserves the right to annul any or all bids without assigning any reason thereof.

8. The bidder shall quote the technical and financial bids as per the format enclosed at Annexure I & II.

9. All documents furnished shall be numbered at the bottom of each page.

10 The Service Provider is entitled to keep with it only the Service Provider's Administrative / Service Charges. The Service Provider shall not charge from the manpower deployed or to be deployed with CCI any money in any form. Any complaint received against the Service Provider in this regard before (i.e. after selection of L-1) or after awarding the contract will be viewed very seriously and the contract would be cancelled with forfeiture of the security deposit and black-listing of the Service Provider.

11 The service provider is responsible for payment of monthly salary including leave salary, bonus, gratuity etc. to the personnel as applicable to them under law. The attendance sheet will be provided to the service provider by CCI latest by 28th of each month containing attendance of each outsource staff upto 25th of the month. The Service provider will have to release the payment to outsourced employee from his own fund and will seek reimbursement from CCI by raising bill in triplicate along with the service charge. He will also enclose details of payment of outsourced employee with amount and bank payment details, PF, ESI Challans etc. along with invoice.

12 The EMD deposited by the successful bidder shall be automatically converted into the Performance Security Deposit which will be held by CCI till the completion of contract period. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier. The CCI shall not pay any interest on the Performance Security Deposit.

13 The Service Provider who is registered with NSIC as SSI Unit and have valid Certificate from NSIC for providing "manpower services" are exempted for submission of EMD. A copy of the valid Certificate from NSIC must be attached with the tender document. If selected as successful bidder they have to deposit "Performance Security deposit" of Rs 5 lakhs within 3 days of letter of intimation. If the Performance security deposit is not received in time his tender will be liable for rejection and Corporation will reserve its right to negotiate with L-2 Bidder.

14 CCI also reserves the right to terminate/ abandon/discontinue the services of any outsourced employees at any point of time with 15 days' notice.

15 The service provider shall take fidelity guarantee insurance of Rs. 5 crore from any recognised reputed Insurance Company for all outsourced employees engaged for CCI in order to compensate any damages/loss. The tenderer should consider this factor of premium while submitting his price quote. The copy of the policy shall have to be produced before raising the bill.

16 In case of any claim under fidelity guarantee insurance policy purchased by service provider the amount received from Insurance Company shall have to be paid to the Corporation and an undertaking in this regard shall have to be given to Corporation while submitting the copy of insurance policy.

17 The agency/service provider should have adequate fund to pay the outsourced employee and thereafter reimbursement will be given on submission of bill by agency/service provider.

18 In case there are 2 (two) or more Bidders whom have quoted same rates, then these L-1 bidders should submit fresh financial bid quoting their further lowest rate and thereafter whomsoever rate found lowest will be declared as successful bidder.

A. TERMS AND CONDITIONS OF THE CONTRACT OF MANPOWER

1. The work shall be done on all working days and payment will be made on the basis of attendance of persons, and pro-rata deduction shall be made in case absence of any person on any day/part of the day.

2. The working hours will be from 9.30 hours to 18.00 hrs daily, with ½ hrs lunch time break. If need arises, the outsource staff shall have to sit late or come early or attend the office even on Saturday/Sunday/Gazetted Holidays (as per work requirements).

3. The relationship between the CCI and the agency/bidder would be that of the Customer and a Service Provider and none of the employees or agent of the agency/bidder shall ever be deemed to have been the employee of the CCI. The agency/bidder shall explain this nature of relationship to all his employees or agents before deploying them for services to be rendered to the CCI. As a token of their agreement for such a relationship, a signed declaration from the employee/agent shall be obtained by the agency/bidder and be produced as and when called upon to do so by the CCI.

4. All existing statutory regulations of both the State as well as the Central Government, as applicable, should be strictly adhered to by the Service Provider and paid by him in time on his own account. The evidence of compliance to this effect shall be submitted to the CCI by the agency/bidder every month along with the bill, failing which the payment of the bill may be withheld or stopped. The CCI will, in no way be responsible for or associate itself with payment of any statutory liabilities or the salary paid or payable to the manpower deployed by the agency/bidder. 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.

5. The service provider is responsible for payment of monthly salary including leave salary, bonus, gratuity etc. to the personnel as applicable to them under law. The attendance sheet will be provided to the service provider by CCI latest by 28th of each month containing attendance of each outsource staff upto 25th of the month. The Service provider will have to release the payment to outsourced employee from his own fund and will seek reimbursement from CCI by raising bill in triplicate along with the service charge. He will also enclose details of payment of outsourced employee with amount and bank payment details, PF, ESI Challans etc. along with invoice.

6. The agency/bidder should ensure that the salaries/wages are paid to the staff deployed on end of every month without deduction of service charge of any kind from minimum wages. Only statutory deduction should be made from the payment made to the work force deployed. The agency/bidder shall be liable to submit along with the bills certified copies of Bank pass books reflecting therein entries of the payment made to the staff deployed in accordance with the Minimum Wages Act prescribed by the Govt. of Maharashtra/respective State. Bills not accompanied with the copies of the pass books shall not be entertained for payment. Non-compliance to this effect may even lead to termination of services and agreement thereof.

7. Rate of Agency charges should be quoted in percentage (%age) only. Quotations mentioning rate of Administrative/Agency charges in any other form shall not be considered at all.

8. The tender document should also specifically mention the Agency/Service charges appropriately commensurate with the supervisory/administrative efforts and financial expenditure in providing the services.

9. In case the Supervisory/Administrative charges received from the various bidder is same in percentage terms, the evaluation will be done on the basis of total turnover of the bidder for the last three years (i.e. 2015-16, 2016-17 & 2017-18) as per audited Profit & Loss Account duly certified by the Chartered Accountant. The decision of the Evaluation Committee will be final and binding to all other bidders.

10. The amount of penalty calculated @ Rs.500/- per day per person on account of delay, if any, in providing a suitable substitute staff for the period beyond three working days by the agency shall be deducted from the monthly bills of the service provider in the following month.

11. The tenderer will be bound by the details furnished by him to CCI while submitting the tender or at subsequent stage. In case, any of such documents furnished by him is found to be false at any stage, it would be deemed to be a breach of terms of contract making him liable for legal action besides termination of contract.

12. The agency/Service Provider shall indemnify and keep this office indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and this office shall not be liable for any damages or compensation to any personnel or third party.

13. All damages caused by the deployed personnel to the property of the CCI shall be recovered from the Service Provider.

14. The agency/bidder shall be duty bound to immediately replace any staff whose services are not found satisfactory by CCI. In case any Officer/Staff is absent, the agency should provide an immediate substitute failing which the payment will be deducted accordingly.

15. CCI will not involve in any dispute between the service provider and workers/ employees of the service provider.

16. Notwithstanding anything contained herein, CCI reserves the right to terminate the services of the Contracting Agency/Service Provider at any time after giving a notice of one month. The letter communicating such termination of the contract shall be served on the agency/bidder in person or by e-mail or by registered post at the address mentioned in the contract or at the last known address.

17. CCI also reserves its right to terminate/ abandon/discontinue the services of any outsourced employees at any point of time with 15 day's notice.

18. The manpower will be deployed by the Service Provider based on the requirement of CCI.

19. The number of officer/staff may increase or decrease on requisition of the CCI. The scope of the work for the manpower to be deployed will be as per **Schedule – I.** However, they are also required to perform any other work assigned to them by the officer/Supervising Authority of CCI from time to time.

20. The persons supplied by the Service Provider should not have any adverse police records/criminal cases against them. The service provider should make adequate

enquiries about the character and antecedents of the persons provided for executing outsourced services. The Service Provider should obtain a Police Verification Report and keep it on record.

21. The service provider's personnel shall not divulge or disclose to any person any details of office operation process, technical know-how, Officer/Staff arrangements, administrative /organizational matters as all are confidential/secret in nature.

22. The service provider's personnel should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of the CCI. The service provider shall be responsible for any act of indiscipline or otherwise on the part of persons deployed by him.

23. The Service Provider shall ensure proper conduct of his persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, tobacco, gutka, smoking, loitering without work etc.

24. The Minimum Wages paid to the service provider will be the amounts notified under Minimum Wages Act by the Competent Authority (Govt. Of Maharashtra/respective State). Whenever the wages/statutory payments are enhanced or reduced by notification the service provider shall bring the same to the notice of the CCI. If it is found that the service provider has paid wages to any worker lower than the minimum wages notified by the Competent Authority then the contract is liable to be terminated.

25. The tenderer shall comply with all applicable laws, Ordinance, Rules & Regulations including the provisions of Contract Labour (Regulation & Abolition) Act, 1970, EPF Act, 1952, Payment of Bonus Act, ESI Act, 1948, Payment of Wages Act 1936 and Workmen's Compensation Act, 1923 and all other applicable labour laws in respect of this contract and shall bear at his own cost all charges and levies and deposits in connection therewith.

26. The tenderer shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, Employees Provident Fund & Misc. Provision Act, 1952 and ESI Act, 1948, as amended from time to time and Rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time and shall continue to have valid PF Account No. and ESI Registration Number till actual completion of the contract. The tenderer shall provide by 10th of every month a monthly statement along with challans showing recoveries of contribution and proof of remittance of provident fund contribution to RPFC, ESI contribution to ESI Corporation etc., in respect of workers engaged for deployment to the CCI. The CCI reserves the right to withhold amount from the running account payments, if PF/ESI contributions are not paid by the tenderer and proof to that effect have not been produced regularly on the due date.

27. The tenderer shall take at his own cost, necessary insurance cover in respect of staff and other personnel to be deployed or engaged by him in connection with the aforementioned services to be rendered to the CCI and against all claims, damages or compensations payable under workmen's Compensation Act, 1923 or any modification thereof. The insurance policy shall be kept alive till the officer-in-charge permits and agrees to it. The tenderer shall comply with all relevant labour laws as applicable or as may be mentioned during the contract period and shall indemnify CCI against all acts / omissions, fault, breaches and /or any claim or demand, loss, injury and expenses to which CCI may be party or involved as a result of tenderer's failure to comply with the

obligations under the relevant act / law which the tenderer is bound to follow.

28. The service provider shall take fidelity guarantee insurance of Rs. 5 crore from any recognised reputed Insurance Company for all outsourced employees engaged for CCI in order to compensate any damages/loss. The tenderer should consider this factor of premium while submitting his price quote. The copy of the policy shall have to be produced before raising the bill.

29. In case of any claim under fidelity guarantee insurance policy purchased by service provider the amount received from Insurance Company shall have to be paid to the Corporation and an undertaking in this regard shall have to be given to Corporation while submitting the copy of insurance policy.

30. The service provider shall arrange for a substitute well in advance if there is any probability of a person leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

31. The CCI shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.

32. The agency/service provider should have adequate fund to pay the outsourced employee and thereafter reimbursement will be given on submission of bill by agency/service provider.

33. The agency/service provider shall indemnify and keep this office indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and this office shall not be liable for any damages or compensation to any personnel or third party. If the CCI suffers any loss or damage on account of negligence, default or theft or otherwise due to any act of omission/commission of the employee/agents of the service provider, then the service provider shall be liable to reimburse the CCI for the same. The service provider shall keep the Bond fully indemnified against any such loss or damage. The amount of loss so quantified shall be adjusted against any bills pending for payment to the service provider. If the amount is more than the pending bill(s), it will be recovered from the Performance Security Deposit of the agency/Service Provider.

34 If any excess payment is made to the agency/service provider by the CCI or excess amount claimed by the agency/service provider, the same will be recovered from Performance Security Deposit or from the running bills after serving the account bills/statement at the sole discretion of the CCI.

35 The agreement can be terminated by either party by giving one month's notice in advance. If the service provider fails to give one month's notice in writing for termination of the agreement then one month's wages etc and any other amounts due to the Service Provider shall be forfeited.

36 The service provider shall not assign, transfer, pledge or sub contract the performance of service without the prior written consent of CCI.

37 If any false/incorrect/wrong/inconsistent/suppressed/part information is noted and has been provided/not provided (as the case may be) by the service provider under

this agreement or leading to this agreement, it shall render this agreement liable to be cancelled.

38 Any change in the constitution or ownership of the service provider/agency shall be notified forthwith by the agency in writing to THE COTTON CORPORATION OF INDIA LIMITED, NAVI MUMBAI and such change shall not relieve any former member of the concern from any liability under the contract. No new person shall be accepted into the concern by the agency in respect of this contract unless he/they agree to abide by all the instructions and terms and conditions of the contract.

39 Any change in staff deployed of the agency must be informed to The CCI Ltd., Kapas Bhavan', Plot No. 3-A, Sector 10, CBD, Belapur, Navi Mumbai 400 614.

40 The CCI Ltd, Navi Mumbai reserves the right to reject any particular personnel employed by the agency without assigning any reason thereof. Such staff will have to leave the premises of CCI at short notice and shall be replaced by the agency by a suitable substitute. The agency shall furnish a detailed list of employees finalized by CCI alongwith their addresses, photo identity proof to The CCI Ltd., Kapas Bhavan', Plot No. 3-A, Sector 10, CBD, Belapur, Navi Mumbai 400 614 within a period of two days after signing the contract with the CCI.

41 In the event of instances of the gross misbehaviour, theft, burglary, moral turpitude, misuse of the occupied area, breach of a contract, unsatisfactory services etc by the agency or by any staff/agent of the agency, the CCI, Navi Mumbai may forthwith terminate this contract summarily.

42 All disputes arising out of this contract shall be subject to the jurisdiction of Courts of Mumbai.

43 The agency is liable for payment of penalty at the discretion of the CCI upto a maximum of Rs.1000/- (Rupees One thousand only) per instance of poor services, inadequate staff, use of the office properties by the personnel employed by the agency etc. and/or for non-compliance of any terms of the agency and the same shall be recoverable from the bills payable to the agency. This applies to all the work covered in this contract.

B. TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANY/LLP/ PARTENRSHIP FIRMS

The tendering Service Provider companies/LLP/Partnership firms should fulfil the following technical specifications:

44 The Registered Office or one of the Branch Offices of the Service Provider should be located within the Mumbai or Navi Mumbai.

45. The Service Provider should be registered with the appropriate registration authority with regard to providing manpower to the Government offices.

46. Service Provider should have at least three years' experience in providing similar services in Govt. Dept./PSU/Autonomous Bodies/Public Service Commission/other agencies (The other agencies include Statutory Bodies and all bodies having ownership and/or control under Central/State Govt.) with minimum strength of 100 staff per month at one place to perform the official works.

47. The Service Provider should be registered under respective Acts.

48. Service Provider should have Bank Account in its own name.

49. Service Provider should provide a copy of registered certificate of appropriate authorities i.e. Employees Provident Fund and Employees State Insurance Acts, Income Tax and GST Act.

50. The Service Provider should have completed at least one service contract of value of not less than Rs.70,00,000/- or two service contracts of Rs.35,00,000/- each per annum related to providing similar services during the last three years i.e. 2015-16, 2016-17 & 2017-18.

51. The Service Provider must have a turnover of Rs.2.00 crore per year during the last three financial years i.e. F.Y. 2015-16, 2016-17 & 2017-18.

52. The Service Provider shall submit an affidavit on Non- Judicial Stamp Paper of **Rs.100/-** stating that the agency is/has not been blacklisted by Central Government/State Government/any PSU etc. in any of its previous contract during the last three years.

53 The Service Provider has to submit the Audit Report along with Balance Sheet and Profit & Loss Account for the preceding three Financial Years (i.e. 2015-16, 2016-17 & 2017-18).

54. Attested copy of satisfaction certificate from the present office(s) in which the Service Provider Company/Firm/Agency is providing similar services has to be enclosed separately.

Noncompliance with any of the above conditions by the Service Provider will automatically render the tender as invalid.

If any of the details submitted by bidder are found to be incorrect/false then the firm will be blacklisted.

C. FRAUDULENT AND CORRUPT PRACTICES

55. The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the CCI may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt /fraudulent/coercive/undesirable or restrictive practice in the Bidding Process.

56. Without prejudice to the rights of the CCI under Clause 1 hereinabove, if an Applicant is found by the CCI to have directly or indirectly or through an agent,

engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender issued by the CCI during a period of 2 (two) years from the date when such an Applicant was found by the CCI to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.

57. For the purposes of the clauses 21 & 22 above, the following terms shall have the meaning hereinafter respectively assigned to them:

58. "Corrupt Practice" means (I) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (II) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Board in relation to any matter concerning the Project;

59. "Fraudulent Practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

60. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

61. "Undesirable Practice" means (I) establishing contact with any person connected with or employed or engaged by the Board with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (II) having a Conflict of Interest; and

62. "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process;

63. The Service Provider is entitled to keep with it only the Service Provider's Administrative / Service Charges. The Service Provider shall not charge from the manpower deployed or to be deployed with CCI any money in any form. Any complaint received against the Service Provider in this regard before (i.e. after selection of L-1) or after awarding the contract will be viewed very seriously and the contract would be cancelled with forfeiture of the security deposit and black-listing of the Service Provider.

D. LEGAL

64. The Service provider shall be responsible for compliance of all statutory provisions relating to Minimum Wages, Employees Provident Fund, Employees State Insurance, GST and any other Laws/ Taxes/ Acts/ Rules etc. governing the matter/ issues etc. If at any point of time it is noticed that the Agency is not complied with any procedures/ taxes/ Acts/ Rules, then that will be met out of the Performance Security Deposit made by the agency to the extent of the loss or obligation in monetary items.

65. The Service provider shall maintain all statutory registers under the applicable laws. The Agency shall produce the same, on demand, to the concerned authority of this Office or any other authority under Law.

66. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income-Tax law and GST Law as amended from time to time and a certificate to this effect shall be provided to the Agency by this Office.

E. FINANCIAL

67. The Technical Bid should be accompanied with the interest free Earnest Money Deposit (EMD), refundable, of Rs.5,00,000/- (Rupees Five lakh only) in the form of Demand Draft / Pay Order drawn in favour of the COTTON CORPORATION OF INDIA LIMITED from any nationalized / scheduled bank in India, payable at Navi Mumbai failing which the tender shall be rejected outrightly.

68. The EMD deposited by the successful bidder shall be automatically converted into the Performance Security Deposit which will be held by CCI till the completion of contract period. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier. The CCI shall not pay any interest on the Performance Security Deposit

69. The Service Provider who is registered with NSIC as SSI Unit and have valid Certificate from NSIC for providing "manpower services" are exempted for submission of EMD. A copy of the valid Certificate from NSIC must be attached with the tender document. If selected as successful bidder they have to deposit "Performance Security deposit" of Rs 5 lakhs within 3 days on receipt of letter of intimation. If the Performance security deposit is not received in time his tender will be liable for rejection and Corporation will reserve its right to negotiate with L-2 Bidder.

70. The EMD in respect of the Agency which does not qualify the Technical Bid (First Stage)/Financial Bid (Second competitive stage) shall be returned to the bidder without any interest.

71. If the Agency fails to provide services against the initial requirement from requisite date within a period of 30 days from placing of the order, the Performance Security Deposit shall stand forfeited without giving any further notice.

72. A feedback on the performance of the firm from its existing clients/Ministries/ Departments/PSU specifically with reference to timely payment of salaries to staff, crediting of other statutory dues viz. EPF, ESI, etc., quality of staff deployed will be taken into account while considering the financial bid of the tenderer.

73. The Agency/Service charges appropriately commensurate with the supervisory/administrative efforts and financial expenditure in providing the services.

74. In case of breach of any of the terms and conditions stipulated in the contract, the Performance Security Deposit of the Agency will be liable to be forfeited by this Office besides annulment of the contract.

75. The personnel during the course of their work, shall be privy to certain classified

documents and information the details of which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the service provider as well as the person concerned liable for penal action under IPC, Cr. P.C. or any other relevant provision besides, action for breach of contract.

76. The Agency shall raise the bill, in triplicate, along with attendance sheet of the personnel deployed by the 3rd of the succeeding month. The concerned office/officer will send the bills duly verified to the CGM (HRD), CCI, 4th Floor, Kapas Bhavan, CBD Belapur, Navi Mumbai -400 614 for payment. As far as possible the payment will be released within a period of 10 days after verification of the bill.

77. The bills should be accompanied with documentary proof pertaining to challans, certificates of Employees State Insurance, Provident Fund, and GST, Payslip, Transfer details (Bank details, UTR No.) etc pertaining to the previous month bill. A requisite portion of the bill/whole of the bill amount shall be held up till the proof is furnished, at the discretion of the CCI. The copies/tax receipts/tokens deposited in respective authorities should be submitted to this office on a monthly basis.

78. Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and venue for the same shall be the CCI office, 5thFloor, Kapas Bhavan, CBD Belapur, Navi Mumbai -400 614. It is clarified that the sole arbitrator to adjudicate any disputes arising out of the proposed contract shall be nominated/appointed by the Functional Director of The Cotton Corporation of India.

79. The COTTON CORPORATION OF INDIA, 5th Floor, Kapas Bhavan, CBD Belapur, Navi Mumbai -400 614 reserves the right to withdraw/relax any of the terms and conditions mentioned in the tender document so as to overcome any problem encountered at any stage.

80. The CCI reserves the right to accept or reject any/all tender(s) without assigning any reasons.

Chief General Manager (HRD)
THE CCI LTD.,
Kapas Bhavan, Plot No. 3-A, Sector 10,
CBD Belapur, Navi Mumbai - 400 614

SCHEDULE-I

SCOPE OF WORK OF THE OUTSOURCING MANPOWER

FOR COMMERCIAL EXECUTIVE

1. The candidate should be B.Sc Agriculture from any recognized University with an aggregate of 50% marks, 45% marks in case of SC/ST/PH candidates.
2. The age of the candidate should not be more than 27 years.
3. One year post qualification experience in field dealing in any agricultural commodities in reputed organization/enterprise.
4. He/she should be able to operate electronic data processing equipment.
5. He/she should be able to work under pressure and maintain a professional demeanour.
6. He/she should be well conversant with the day to day functioning of an office and should also be well conversant with computers and essentially well trained in MS office, Excel, Power Point, Internet etc.
7. The candidate should be able to provide secretarial support as and when required.
8. He/she should be able to access files through knowledge of computer terminal and manual file system.
9. He/she should have to work in the field of Marketing and should have the knowledge about the cotton.

FOR JUNIOR ASSISTANT (FIELD STAFF/GENERAL) & JUNIOR ASSISTANT (ACCOUNTS)

1. The candidate should BSc Agriculture (B.com in case of accounts) from any recognized University with an aggregate of 50% marks, 45% marks in case of SC/ST/PH candidates.
2. The age of the candidate should not be more than 27 years.
3. He/she should be able to operate electronic data processing equipment.
4. He/she should be able to work under pressure and maintain a professional demeanour.
5. He/she should be well conversant with the day to day functioning of an office and should also be well conversant with computers and essentially well trained in MS office, Excel, Power Point, Internet etc.
6. The candidate should be able to provide secretarial support as and when required.
7. He/she should be able to access files through knowledge of computer terminal and manual file system.
8. He/she should have to work in the field of Marketing and should have the knowledge about the cotton.

DESIRABLE

a) One year post qualification experience dealing in any agricultural commodities in reputed organization/enterprise.

FOR ASSISTANT MANAGER (MARKETING)

1. The candidate should be Graduate from any recognized University and two years full time MBA/MMS/PGDBM or equivalent in Marketing/Agri business from a recognized University/Institute with minimum 50% marks in aggregate.
2. The candidate should have post qualification experience of one year in Marketing Department of any reputed organization.
3. The age of the candidate should not be more than 32 years.

4. He/she should be able to operate electronic data processing equipment.
5. He/she should be able to work under pressure and maintain a professional demeanour.
6. He/she should be well conversant with the day to day functioning of an office and should also be well conversant with computers and essentially well trained in MS office, Excel, Power Point, Internet etc.
7. The candidate should be able to provide secretarial support as and when required.
8. He/she should be able to access files through knowledge of computer terminal and manual file system.
9. He/She should have to work in the field of Marketing and should have the knowledge about the cotton.

FOR ASSISTANT MANAGER (ACCOUNTS)

1. The candidate should have passed the final examination of CA/CMA/M.com/MBA (Finance) with minimum 50% marks in aggregate.
2. The candidate should have Post qualification experience of minimum of One year in finance/accounts department of any reputed organization.
3. The age of the candidate should not be more than 32 years.
4. He/she should be able to operate electronic data processing equipment.
5. He/she should be able to work under pressure and maintain a professional demeanour.
6. He/she should be well conversant with the day to day functioning of an office and should also be well conversant with computers and essentially well trained in MS office, Excel, Power Point, Internet etc.
7. The candidate should be able to provide secretarial support as and when required.
8. He/she should be able to access files through knowledge of computer terminal and manual file system.

FOR ASSISTANT MANAGER(LEGAL)

1. The candidate should have Degree in law (3 years or 5 years integrated in law course) from reputed University/Institute with minimum 50% marks in aggregate.
2. The candidate should have one year experience as practicing advocate or should have employed in legal firm or organisation of repute. Should be conversant with Contract Act and other service regulation in government services. MBA qualification will be added advantage.
3. The age of the candidate should not be more than 32 years.
4. He/she should be able to operate electronic data processing equipment.
5. He/she should be able to work under pressure and maintain a professional demeanour.
6. He/she should be well conversant with the day to day functioning of an office and should also be well conversant with computers and essentially well trained in MS office, Excel, Power Point, Internet etc.
7. The candidate should be able to provide secretarial support as and when required.
8. He/she should be able to access files through knowledge of computer terminal and manual file system.

FOR ASSISTANT MANAGER (OFFICAL LANGUAGE)

1. The candidate should have passed Post Graduate Degree in Hindi with minimum 50% marks in aggregate. Should have studied English as one subject upto graduation and should be well conversant in Hindi. Qualification in Hindi Translation would be added advantage. Should be well conversant with the Government of India's instructions in the matter of Hindi as official language in Public Sector Undertaking/Central Government Offices. MBA will be an added advantage.
2. The candidate should have minimum of one years experience in any reputed organization.
3. The age of the candidate should not be more than 32 years.
4. He/she should be able to operate electronic data processing equipment.
5. He/she should be able to work under pressure and maintain a professional demeanour.
6. He/she should be well conversant with the day to day functioning of an office and should also be well conversant with computers and essentially well trained in MS office, Excel, Power Point, Internet etc.
7. The candidate should be able to provide secretarial support as and when required.
8. He/she should be able to access files through knowledge of computer terminal and manual file system.

Skilled and Semi-skilled staffs

I. FOR Plumber

1. The candidate should have passed ITI
2. The Candidate should have 10 years of work experience

II. FOR ELECTRICIAN

1. Candidate should have wiremans certificate
2. The Candidate should have 10 years of work experience

III. FOR PLUMBER

The candidate should be middle school passed and possess valid driving license for motorcars without any penalty for 5 years

IV. FOR GARDNER

Deployment of trained mali for day to day maintenance and deployment of the specific garden area along with flowers, flowering/decorative plants and grass laden lawns (inside corridor on all floors, open terraces and around the building) with material like fertilizers, sapling, seed etc. laying of grasses in the open spaces of the garden and beautification including new plantation of tree and sapling. The entire area of the garden is to be kept covered with seasonal flowers/small decorative plants throughout the year, with proper arrangements of gullies, channels, suitable spacing and landscaping of including painting etc.

ANNEXURE-I

TECHNICAL BID

(To be enclosed in a separate sealed envelope)

OUTSOURCING OF MANPOWER FOR HEAD OFFICE/BRANCH OFFICE OF THE COTTON CORPORATION OF INDIA LIMITED

S.No	Particulars		Page No
1.	Name and address of bidder **(Attach certificates of registration)**		
2.	Name of Authorized Signatory		
3.	Name(s) of Director(s)/Partners of companies/LLP/Partnership firms		
4.	Full Address of Registered Office with Telephone No, Fax and Email		
5.	Full Address of operating/Branch Office with Telephone No. Fax and Email with name of the Contact Person(s) and Mobile No. to whom all reference shall be made.		
6.	Banker of companies/LLP/Partnership firms with full address.		
7.	PAN/GIR No. (Attach attested copy)		
8.	GST Registration No. (Attach attested copy)		
9.	E.P.F Registration No. (Attach attested copy)		
10.	E.S.I Registration No. (Attach attested copy)		

<table>
<tr><td>11.</td><td>Documents showing completion of at least one service of value not less than Rs.70,00,000/- per annum or 2 contracts of Rs.35,00,000/- each per annum related to provision of similar services in a single contract during the last three years (Attach copies)</td><td></td><td></td></tr>
<tr><td>12.</td><td>Labour Department Regn. No. (Attach attested copy)</td><td></td><td></td></tr>
<tr><td>13.</td><td>Give details of the major similar contracts handled by the tendering companies/LLP/Partnership firms on behalf of Government Departments/PSUs/Autonomous bodies/Public Service Commission/other agencies (The other agencies include Statutory Bodies and all bodies having ownership and/or control under Central/State Govt.) during the last three years in the following format (Attach copies)
<table>
<tr><th>Sr. No</th><th>Details of client alongwith address, telephone and Fax numbers</th><th>Amount of Contract. (Rs. Lakhs)</th><th>Duration of Contract.
From To</th></tr>
<tr><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
</table>
(If the space provided is insufficient, a separate sheet may be attached)</td><td></td><td></td></tr>
<tr><td>14.</td><td>Attested copy of Satisfaction Certificate from the present office(s) in which the Service Provider is providing similar services (attach)</td><td></td><td></td></tr>
<tr><td>15.</td><td>Income declared in I.T returns for F.Y. 2015-16, 2016-17 & 2017-18 (enclose copy of I T Returns acknowledgement for the relevant assessment years)</td><td></td><td></td></tr>
<tr><td>16.</td><td>Total Turnover of the business in F.Y.2015-16, 2016-17 & 2017-18 (Attach copy of Audited Profit & Loss Account and B/S for the Financial Years 2015-16, 2016-17 & 2017-18</td><td></td><td></td></tr>
<tr><td>17.</td><td>Affidavit stating that the agency is/has not been blacklisted by Central/State Government/ PSU etc in any of its previous contracts</td><td></td><td></td></tr>
<tr><td>18.</td><td>Declaration about Fraud and corrupt practices (Duly signed & attested as per the format given in Annexure-III & IV of the Tender Document).</td><td></td><td></td></tr>
<tr><td>19.</td><td>Details of Earnest Money Deposited :
DD No..... Dated .....
Amount : Rs..... Drawn on Bank.....
Navi Mumbai</td><td></td><td></td></tr>
</table>

(On a stamp paper of Rs 100/-)

DECLARATION

I, _____ Son/Daughter/ Wife of Shri _____ authorized signatory of the agency, mentioned above, am competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them.

3. I/we hereby declare that my firm has not been blacklisted/ disqualified/ debarred by any Govt./Semi-Govt. Department/Agency.

4. The information/documents furnished alongwith the above application are true and authentic to the best of my knowledge and belief. I/We, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides incurring liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name :

Seal :

Date :

Place :

ANNEXURE-II

FINANCIAL BID

(To be kept in a separate sealed envelope)

OUTSOURCING OF MANPOWER FOR HEAD OFFICE/BRANCH OFFICE OF THE COTTON CORPORATION OF INDIA LIMITED

1. Name and address of Service Provider:
   Telephone no.
   Fax no.
   Email ID

Sr.No	Particular	Rate (%age)
1.	**Rate of Administrative charges/ Agency charges should be indicated in percentage of wages**	

Note :
1. The wages shall not be less than the Minimum Wages prescribed by the Govt. of Maharashtra or Corresponding State where employees are posted from time to time Contribution in ESI, EPF and payment of GST shall be done as per prescribed rates as amended from time to time.
2. Rate for Administrative/Agency charges should be quoted in percentage terms only. Quotation mentioning rate of Administrative/Agency charges in any other form shall not be considered at all.
3. Administrative/Agency Charges shall remain fixed during the currency of the contract including extended currency of the contract.
4. DEDUCTIONS:
   i. Income Tax as applicable shall be deducted at source by the CCI.
   ii. TDS on GST shall be deducted at source by the CCI as per the GST laws applicable.
5. The Service Provider shall be responsible for meeting out all the tax obligations as per Rules of various Government Departments. Thus the rates quoted by the tendering Agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
6. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by the Service Provider during the month.
7. The rate quoted in Financial BID will remain valid for a minimum period of 90 days.

DECLARATION

I. 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 CCI in future.

II. I also hereby certify that the quotes are given only after careful study of scope of work, instruction of tender, all tender terms and condition etc.

Signature of authorized person
Full Name :
Seal :

Date :
Place :

ANNEXURE-III

DECLARATION AGAINST FRADULENT AND CORRUPT PRACTICES

We, M/s _____ certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority on a judicial pronouncement or arbitration award, nor have been expelled from any project of contract by any public authority nor have any contract terminated by any public authority for breach on our part.

We, M/s _____ declare that:

a. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice or restrictive practice as defined in Section-C of the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprises or any Government, Central or State

and

b. We, M/s _____ hereby certify that we have taken steps to ensure that in conformity with the provisions against Fraudulent and Corrupt practices, no person acting for us or on our behalf has engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We, M/s _____ certify that in regard to any matters, we or any of our associates have not been convicted by a Court of Law or indicated of adverse orders passed by any regulatory authority, which could cast a doubt on our ability to undertake the project or which relates to a grave offence that outrages the moral sense of the community.

We, M/s _____ further certify that with regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of law.

We, M/s _____ further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/Partners/Managers/Employees.

ANNEXURE-IV

DECLARATION

I hereby certify that the information furnished above is full and correct to the best of my knowledge. I understand that in case, any deviation is found in the above statement at any stage, the concern M/s_____shall be blacklisted and shall not have any dealing with the CCI in future.

Signature of authorized person
Seal:

Date :
Place :