



THE BHAGIRATHI COOPERATIVE MILK PRODUCERS' UNION LTD.
Feeder Dairy, Panchanantala, Berhampore, Murshidabad

BU/HRM/CONLAB-2/0354

May 11, 2022

NOTICE INVITING E-TENDER

The Bhagirathi Cooperative Milk Producers' Union Limited invites e-Tender in Two bid system (Technical & Financial) for engagement of Agency/Contractor towards supply of Skilled, Semi-skilled and Un-skilled personnel for daily operations & maintenance at Berhampore Feeder Dairy Plant, Kandi Chilling Plant, Domkal Plant and Siliguri Packaging Unit as per our requirement for a period of 3 (three) years w.e.f. 1st September, 2022.

Key Manning areas (Existing personnel)

| Particulars of deployment | Skilled | Semi-skilled | Un-skilled |
|---|-----------|--------------|------------|
| (A) At Feeder Dairy: | | | |
| Milk Reception, Recording & Processing | 4 | 16 | 27 |
| Production & Packaging | --- | 10 | 24 |
| Laboratory/QC | 6 | --- | --- |
| Maintenance | 4 | 5 | 2 |
| E&T (Gardener & Sweeper) | --- | 2 | 9 |
| P&I Section | 9 | --- | --- |
| Store | 2 | --- | 1 |
| MIS | 2 | --- | --- |
| Purchase | 2 | --- | --- |
| Accounts | 2 | --- | --- |
| HRM (Driver) | 3 | --- | --- |
| Marketing & Despatch | 2 | --- | 8 |
| (B) At Kandi Chilling Plant: | | | |
| Milk Reception, Recording & Laboratory | 1 | 1 | 11 |
| Operation & Maintenance | 1 | 2 | --- |
| Gardener & Sweeper | | | 2 |
| (C) At Domkal Chilling Plant: | | | |
| Milk Reception, Recording & Laboratory | 2 | 1 | 8 |
| Operation & Maintenance | 2 | --- | --- |
| Gardener & Sweeper | --- | --- | 2 |
| (D) At Siliguri Packaging Unit: | | | |
| Production, Packaging, Testing & Dispatch | 4 | 1 | --- |
| Total | 46 | 38 | 94 |

N.B-1: Number of personnel may increase or decrease depending upon the requirement of the Milk Union and subject to the approval of the competent authority.

Existing Wages (category wise) which may be revised as per approval of the competent authority

| SL | Category of personnel to be deputed | Nos. | Monthly Wages | Daily Wages |
|----|--|------------|---------------|-------------|
| 1 | Un-skilled | 94 | Rs. 8005/- | Rs. 308/- |
| 2 | Semi-skilled | 38 | Rs. 8804/- | Rs. 339/- |
| 3 | Skilled: | 46 | | |
| | ➤ Sr. Assistant: | 1 | Rs. 25000/- | Rs. 962/- |
| | ➤ Sales Executive: | 1 | Rs. 20000/- | Rs. 769/- |
| | ➤ DEO/Assistant: | 24 | Rs. 18000/- | Rs. 692/- |
| | ➤ Driver/Jr. Assistant/Jr. Supervisor: | 20 | Rs. 15000/- | Rs. 577/- |
| | Total | 178 | | |

Important Date and Time Schedule:

| Sl. No. | Particulars | Date & Time |
|----------------|---|---|
| 1 | Date of uploading (Publishing) of N.I.T. Documents (Online) | 11/05/2022 at 1500 hrs |
| 2 | Documents download start date (Online) | 11/05/2022 at 1505 hrs |
| 3 | Technical Bid proposal submission start date (Online) | 11/05/2022 at 1510 hrs |
| 4 | Bid Submission end date (Online) | 02/06/2022 at 1600 hrs |
| 5 | Technical bid opening date | 04/06/2022 at 1600 hrs |
| 6 | Pre bid Meeting Participation in pre bid meeting is mandatory for qualifying in Technical bid evaluation and to be held at The Office of The Bhagirathi Cooperative Milk Producers' Union Limited, Panchanantala, Berhampore, Murshidabad, WB-742101. However, failure to attend Pre bid meeting shall lead to disqualification of the Tender and no claim in this regard shall be entertained. | 18/05/2022 to 25/05/2022 within 1100 hrs to 1600 hrs of working days |
| 7 | Financial Bid Opening date | To be notified later on |

The details of work are given below:

| | |
|-------------------------------|--|
| Nature of Work | Engagement of Agency/contractor for supply of Un-skilled, Semi-skilled & Skilled personnel as per our requirement |
| Scope of Work | As per Annexure-1 |
| Estimated Cost of Work | To be quoted by the bidder as per prevailing market rate |
| Contract Period | 3 years (which may be extended further if the Milk Union desires) |
| Bid Inviting Authority | The Managing Director of The Bhagirathi Cooperative Milk Producers' Union Limited |
| Eligibility Criteria | <u>Credentials:</u> 1. Experience: Minimum 3 years experience in any manufacturing Industries. Two years' experience of the tenderer should be in the same name and style as the bidding entity. Experience certificate supporting the claim must be submitted in the Technical Bid Folder 2. Turnover: Average Annual Turnover from this business should be minimum 3 Crore for the last 3 financial years . Audited Balance Sheet should be produced in support of the claim and must be uploaded in the Technical Bid Folder. |
| Earnest Money Deposit | The EMD amounting to Rs. 5,00,000/- should be deposited online through Net Banking, NEFT/RTGS in favor of The Bhagirathi Cooperative Milk Producers' Union Limited payable at Berhampore.EMD shall not carry interest. Tenderers will select the Tender to bid and initiate payment of pre-defined EMD for that tender by selecting from either of the following payments modes (vide Finance Department Memorandum no. 3975-F(Y) Dt. 28/07/2016): 1. Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway. 2. RTGS/NEFT in case of offline payment through bank accounts in any Bank. |

Payment procedure:

A) Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway-

1. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.
2. Bidder will receive a confirmation message regarding success/failure of the transaction.
3. If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of The Bhagirathi Cooperative Milk Producers' Union Limited maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
4. For transaction failure, the bidder will again try for payment by going back to the first step.

B) Payment through RTGS/NEFT:

1. On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
2. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.
3. Once payment is made, the bidder will come back to the e-Procurement portal after expiry of reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.
4. If verification is successful, the fund will get credited to the respective Pooling account of The Bhagirathi Cooperative Milk Producers' Union Limited maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road for collection of EMD/Tender Fees.
5. Hereafter, the bidder will go to e-Procurement portal for submission of his bid.
6. But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

B. Refund/Settlement Process:

- i. After opening of the bids and technical evaluation of the same by the Quotation inviting authority through electronic processing in the e-Procurement portal of the State Government, the Quotation inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-Procurement portal through web services.
- ii. On receipt of the information from the e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the Tender inviting authority.
- iii. Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of the L1 and L2 bidders will be refunded, through an automated process, to the respective bidders' bank accounts from which they made

| | |
|---|---|
| | <p>the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the Quotation inviting authority. However, the L2 bidder should not be rejected till the LOI process is successful.</p> <p>iv. If the L1 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EMD of the L2 bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on Award of Contract (AOC) to the L1 bidder is uploaded to the e-Procurement portal by the tender inviting authority.</p> <p>v. As soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal –</p> <p>a) EMD of the L1 bidder for tenders of State Government offices will automatically get transferred from the pooling account to the State Government deposit head “8443-00-103-001-07” through GRIPS along with the bank particulars of the L1 bidder.</p> <p>b) EMD of the L1 bidder for tenders of the State PSUs/Autonomous Bodies/Local Bodies/PRIs, etc will automatically get transferred from the pooling account to their respective linked bank accounts along with the bank particulars of the L1 bidder. In both the above cases, such transfer will take place within T+1 Bank Working Days where T will mean the date on which the Award of Contract (AOC) is issued.</p> <p>vi. The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the E-Procurement portal for updation.</p> <p>vii. Once the EMD of the L1 bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidders will be transferred electronically from the pooling account to the Government revenue receipt head “0070-60-800-013-27” through GRIPS for Government tenders and to the respective linked bank accounts for State PSU/Autonomous Body/Local Body/PRIs, etc tenders.</p> <p>viii. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD & Tender Fees (if any) were initiated.</p> |
| <p>Statutory and non-statutory documents</p> | <p>The Technical Bid Document should contain the following documents:</p> <ol style="list-style-type: none"> 1. Details of the company (Company profile) 2. Copy of Experience Certificate 3. PAN Card 4. Trade License 5. EPF registration number with copy of EPF registration 6. ESI registration number with copy of ESI registration 7. P.Tax Registration & Enrolment Certificate 8. GST Registration Certificate 9. Copy of license under Contract Labour (R&A) Act, 1970 10. IT Return and Balance Sheet for last 3 financial years |

| | |
|--|---|
| Bid documents | The bid document is available in the E-Tendering Portal of Govt. of West Bengal https://wbtenders.gov.in . |
| Technical Bid Evaluation | The Technical Bid will be evaluated by the Tender Committee. Bidders shall upload all the necessary documents in the Technical Folder which will be verified and evaluated by the Tender Committee. Participation in Pre bid meeting is mandatory for qualifying in Technical Bid Evaluation else the respective bidder shall be treated as disqualified. |
| Financial Bid | Rate shall be quoted in the Financial bid only for 6 items separately. The bidder shall quote the rate online through Computer only in the space marked for quoting rate in the Bill of Quantities (BOQ). Total quoted amount of 6 items mentioned in BOQ shall only be considered for bid comparison. Only downloaded copies of the above documents, digitally signed by the bidder are to be uploaded (Excel file). |
| Validity of Bid | 1095 days (3 Years) |
| E Tender registration and bidding | <p>ONLINE BIDS:</p> <ul style="list-style-type: none"> ➤ The bidders interested to submit the bid Online shall get registered and get a digital signature as per the procedure described below: ➤ Companies\ Agencies\ bidders who are interested in participating e tenders are requested to contact the representatives of NIC for registration, computer setting and clarification on e-tendering. ➤ Online tenders can be submitted by logging in the e -Tendering portal of Govt. of West Bengal i.e. https://wbtenders.gov.in . <p>ONLINE BID SUBMISSION:</p> <ul style="list-style-type: none"> ➤ The bidders are required to submit the Technical and Financial bid documents ONLINE i.e. uploading of the documents complete in all respect by following the Online Bid submission procedure. |
| Important Instructions | <ul style="list-style-type: none"> ➤ Names of the technically qualified bidders as per the bid criteria after verification with original & evaluation will be displayed in the e-portal. ➤ The financial bid documents of the technically qualified bidders will only be opened. ➤ List of Financial comparison chart of bidders will be published after opening of Financial Bid. The Managing Director, Bhagirathi Cooperative Milk Producers' Union Limited reserves the right to reject or cancel any or all pre-qualification documents and bid document without assigning any reasons whatsoever. ➤ All duties, taxes, and other levies payable by the Bidders under the Contract to the State / Central Government for any other cause, shall be included in the rates, prices and total Bid price submitted by the bidder. |

| | |
|-------------------------------------|--|
| <p>Download of Tender</p> | <p>1. Download of Tender</p> <p>Tender to be downloaded only from the e-Tendering portal of Govt. of West Bengal i.e. https://wbtenders.gov.in .The tender will be submitted in two bid system i.e. Technical bid & Financial bid only through online.</p> <p>2. Online Bid submission procedure</p> <p>i. Registration of Bidders: Agencies/Bidders who are interested in participating e-tenders will have to get enrolled & registered with the Government e-Procurement system. through logging on to https://wbtenders.gov.in</p> <p>ii. Digital Signature certificate (DSC): Each bidders is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) having Signing and Encryption certificate for submission of tenders from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount or any service provide as may be allowed by the Finance Department, Govt. of West Bengal.</p> <p>iii. Tender Download: The bidders can search & download NIT & Tender Documents electronically from computer once he logs in to the e-Tendering portal https://wbtenders.gov.in using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.</p> <p>iv. Submission of Tenders: General process of submission, Tenders are to be submitted through online to the stipulated website in two folders, (one is Technical Bid & the other is Financial Bid) before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded duly digitally signed. The documents will get encrypted (transformed into non readable formats).</p> |
| <p>Award of Contract</p> | <p>The bidder selected after evaluation of financial bid (Total quoted amount of 6 items mentioned in BOQ shall only be considered for bid comparison) by the tender committee will be given Award of Contract, subject to fulfillment of Terms and Conditions provided in the tender and subject to approval of the competent authority of the Milk Union.</p> |
| <p>Publication of Tender</p> | <p>1. E-Procurement Portal of the Government of West Bengal (https://wbtenders.gov.in)</p> <p>2. District Website (https://murshidabad.gov.in)</p> <p>3. Website of the Milk Union (www.bhagirathimilk.com)</p> <p>4. Office Notice Board</p> |

ANNEXURE-1:

1 SCOPE OF WORK:

The Contractor will solely be responsible for supplying personnel on daily basis without any fail, as required for the day to day operation & maintenance services of the Feeder Dairy at Berhampore, Chilling Plant at Kandi, Chilling Plant at Domkal and Packaging Unit at Siliguri. The authorized representative of the Bhagirathi Milk Union will intimate to the contractor or his authorized representative, the shift-wise requirement of Laborers/personnel for each day in advance. Number of personnel is variable and it may increase or decrease depending upon the requirement of the Milk Union. As per such requirement, the contractor shall provide Un-skilled, Semi-skilled & Skilled personnel accordingly for the following activities within the scope of work of the Milk Union:

1.1 Operation & Maintenance of Dairy Plant/ Chilling Plant/ Packaging Unit:

- Milk reception, recording, testing, processing, production & packaging activities in both shifts.
- Loading & unloading of milk cans to & fro Trucks in both the shifts.
- Loading & unloading of raw milk to & fro Road Milk Tankers as and when required.
- Loading of milk & milk products to the respective cover vans / trucks.
- Regular cleaning of the premises, equipments, pipelines, silos/tanks, milk cans & crates etc.
- Filling of acid/ alcohol jars etc as and when required.
- Operation of pipeline system, CIP, Pasteurizer, Homogenizer, Batch standardization of Pouch Milk etc.
- Cultured milk products Batch standardization, Dahi and Lassi pouch filling operation, Cup filling operation with basic maintenance and proper encoding of Batch no., price, date etc.
- AFFS machine operation for pouch filling with basic maintenance and proper encoding of batch no., date, price etc.
- Laboratory testing of Raw milk, chilled milk, pasteurized milk including proper sampling, cleaning and sanitization of equipments.
- Milk Recording with proper entry of society code, cans, quantity and trucksheet formatting, generating etc.
- Paneer Despatch supervision for proper sorting in respect to denomination, date, packaging and storage and dispatch of finished products with printing of Batch No., date, price and operation of Printing machine with basic maintenance.
- Ghee production and clarification with operation and basic maintenance of equipments.
- Paneer production supervision for proper manufacturing of the product with required SOP and parameters, cleaning and maintenance of machineries and equipments with proper calibration.
- Paneer cutting and packing in desired shape and size as per denomination.
- Pouch milk processing and packaging supervision for proper pouch filling of market milk, leakage testing, pouch anomalies, printing anomalies, temperature monitoring, weightment etc.
- Operation and maintenance of Refrigeration Unit, Electrical system including DG, ETP, Dairy Machineries, Utility lines & office premises etc.
- Monitoring of processing and production parameters and sequences with periodic feedback to Shift officers.
- Product testing on Physico-chemical and bacteriological aspects including raw materials, packaging materials, Plant water with standardization of chemical reagents and operation with basic maintenance of laboratory equipments.
- Identification of breakdown causes, spare installation and troubleshooting related to Refrigeration system, cold store, electrical distribution system including DG, Boiler, machineries with both preventive and breakdown maintenance, welding, fitting and civil work, Computer Hardware installation and Maintenance.
- In case of launching of other products the required activities shall be briefed accordingly.
- Performing data entry/ report generation as and when required.
- Other works/activities as per the requirement of the Milk Union.

1.2 Gardening & Housekeeping:

- Regular lawn mowing, watering, cleaning of Lawn & Road sides, collecting all cut lawn and its disposal.
- Removing of weeds and wild grass, tilling, manuring in lawn and borders.
- Digging of pits for planting of ornamental trees, plants and their maintenance.
- Fixing and Removing tree guards as directed and soil filling, leveling, dressing, planting of lawn, shrubs & trees etc. as and when required.
- Regular pruning of ornamental plants and shrubs & trees and plantation of new saplings as directed.
- All the office roads are to be cleaned every day. The dirt & dust so collected shall be disposed accordingly.
- The Contractor shall undertake maintenance & upkeep of the Bhagirathi Milk Union Office, Dairy & Chilling Plants and Residential Quarters with regard to roads, pathways, staircase, parking areas, toilets, drains, the outside areas of intels/ windows of the office building etc. and removal of garbage. The Contractor agrees to execute, fulfill and discharge the work and obligations hereinafter provided in the manner hereinafter agreed, to the entire satisfaction of the Management.
- Any other work in addition but not limited to the above works required to carry out to keep the areas most presentable are deemed to be within the Scope of the contract.

1.3 Departmental activities:

- Transferring/ entering data from paper formats into database systems
- Verifying data by comparing it to source documents
- Updating database regularly with accuracy and produce report to concerned sectional head
- Sorting, organizing, recording and making paper works/documents accordingly as and when required.
- Preparing, Checking and Ensuring of DBT/ farmers' payment smoothly without any delay.
- Assisting to others co-workers as per the requirement of the Milk Union
- Other activities as decided by the concerned sectional heads.
- Office vehicles shall only be operated by the authorized Drivers who have valid Driving License.

The Contractor shall act in liaison with the Managing Director or an Officer authorized by him for coordinating the supervisory arrangements. The Contractor shall provide their respective services in accordance with the job description by our authorized Officer/ Supervisor with reference to the operation of the Dairy Plant/Chilling Plant/Packaging Unit, housekeeping and Sanitary requirements and departmental/sectional activities of the Bhagirathi Milk Union. The supervisory services are required for each shift of duty. The Contractor will also be responsible to allot duties and supervise the activities of its personnel and also responsible to ensure strict discipline of the personnel of the Contractor working under him while on duty or otherwise within the premises as specified above.

2. GENERAL TERMS AND CONDITIONS:

- 2.1) The Bhagirathi Co-operative Milk Producers' Union Ltd. will not accept any variations in conditions as stipulated in the tender.
- 2.2) Any suggestion in the tender, for any modification of the tender conditions will not be entertained and the conditional offer will render the tender invalid.
- 2.3) Any failure on the part of the bidder in performing the contract for the full contract period will render the tenderer liable for penal consequences and liquidated damages as specified in the tender agreement which also forms part of tender document.
- 2.4) The rate quoted will remain firm throughout the period of contract. Once the contract is awarded to the bidder, the charges payable to the bidder for the work will be only at the rate accepted and finalized by the Milk Union.

- 2.5) The Milk Union reserves the right to cancel the contract or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work contract. In such an eventuality the Milk Union further reserves to get the work done from other agencies at the risk and cost of the respective service provider. The Agency may also be black listed by the Milk Union for a period up to 5 (five) years from participating in such type of tenders and the earnest money/performance security deposit may also be forfeited.
- 2.6) It shall be presumed that the all terms & conditions mentioned in the tender document have been read, understood and duly accepted entirely. The Bidder shall have no right to modify/ alter/ amend/ delete any terms/ conditions mentioned in the tender document.
- 2.7) Furnishing of incorrect information and false documents will render the Bidder ineligible for bidding and liable to be debarred/blacklisted from participation in tender by the Milk Union.
- 2.8) The past performance of the Bidder and other criteria as given in the eligibility & technical bid will be taken into consideration for award of Contract.
- 2.9) The Bidder will have to furnish documents in support of the information given in the tender. Original documents will be verified the Milk Union as and when required.
- 2.10) The decision of the Milk Union regarding approval of bids shall be final and binding on all Bidders. No further correspondence shall be entertained after opening of the Tenders.
- 2.11) Agency shall not engage the manpower below the age of 18 years as well not exceeding 65 years. All the staff deployed by the Agency shall be medically fit and mentally alert and their antecedent be verified prior to the deployment in the Milk Union. Number of personnel is absolutely variable. It may increase or decrease as per our requirement.
- 2.12) Every personnel shall wear the prescribed, neat and clean uniform along with photo –identity card which will be provided by the Agency at Agency’s own cost and personnel should be free from any contagious/ infectious diseases.
- 2.13) An authorized and responsible representative on behalf of Agency shall visit the office of The Bhagirathi Cooperative Milk Producers’ Union Ltd. and its sites at least once in a week to review the performance/ arrangements and to take any corrective measures as may be necessary. Agency shall also undertake periodic night checks and maintain suitable record for confirming such visits.
- 2.14) The Milk Union reserves the right to cancel the contract or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work contract. In such an eventuality the Milk Union further reserves to get the work done from other agencies at the risk and cost of the respective Agency. The earnest money/ security deposit lying with the Milk Union, will also be forfeited.
- 2.15) The personnel, whose services are provided by the contractor, shall at all times and for all purposes be the employees of the Agency and on no account, personnel so appointed and recruited by the Agency will have any claim for appointment, continuous recruitment or regularization etc. against the Milk Union.
- 2.16) Agency shall solely be responsible for payment of compensation under Workman Compensation Act either in the course of employment or out of employment. The Milk Union shall no way be liable in this regard.
- 2.17) Agency shall verify the antecedents of all manpower deployed at Milk Union’s premises and other sites, by police verification and shall keep antecedents and other relevant records at its own cost and will produce these on demand to the Milk Union. The list containing the names/addresses of the personnel appointed by Agency, shall be made available to the Milk Union authorities with their bio-data within 15 days from the date of deployment. However, a detailed list of personnel deployed by Agency for the Milk Union shall be required to be submitted to the Milk Union.

- 2.18) Agency shall obtain a license under Contract Labour (R&A) Act, 1970 and also submit a copy of such license duly attested to BCMPUL. The agency shall abide by all the relevant provisions of various Labour Laws/Acts namely EPF, ESI, Bonus Act, Workmen's Compensation, and any other laws and rules applicable in this regard, and adhere to all statutory requirements/compliance.
- 2.19) Agency shall be responsible for any type of statutory/ mandatory claims or penalties due to default with reference to the above provisions.
- 2.20) In case any person engaged by Agency is found to be inefficient, quarrelsome, infirm and invalid or found indulging in unlawful activities, Agency will have to replace such a person with a suitable substitute at the direction of BCMPUL authority.
- 2.21) BCMPUL will not provide any sort of accommodation to the staff or person deployed by the Agency and no cooking/lodging/programming will be allowed in the premises of the Milk Union.
- 2.22) BCMPUL reserves the right to replace any deployed manpower with or without assigning any reason whatsoever and the substitute shall have to be provided by the Agency immediately.
- 2.23) BCMPUL, through its designated/authorized officer shall be at liberty to check any time the deployment of the personnel and in case of any absence/fault/lapse, action will be taken against the Agency/Contractor as per the penalty clauses.
- 2.24) If any complaint of misbehavior and misconduct comes to the knowledge of the Milk Union authorities then all such responsibilities shall be of the Agency and any loss owing to negligence or mishandling by the manpower, the Agency shall himself or herself be responsible to make good for the losses so suffered by Milk Union.
- 2.25) Agency shall not, at any stage, cause or permit any sort of nuisance in the premises of the Milk Union or do anything which may cause unnecessary disturbance or inconvenience to others working there as well as to the general public in premises / other sites and near to it.
- 2.26) Agency shall not engage any sub- Agency or sublet/transfer the contract to any other agency/person in any manner else the contract is liable to be terminated and Security Deposit shall be forfeited by the Milk Union.
- 2.27) The Agency shall, for providing proper manpower, ensure the following:
- (i) That a daily report of its employees on duty and about their performance is furnished & maintained.
 - (ii) That the personnel deployed, do not smoke/drink/abuse drugs or indulge in any improper behavior at the place of work and/or anytime inside the campus.
 - (iii) That any specific work assigned to it by the Milk Union or any of its officer authorized shall be done diligently and well in time.
- 2.28) Tax deduction at source shall be governed by the prevailing rules.
- 2.29) In case Agency fails to execute the job after signing the agreement /deed or leave the job before completion of the period of contract at their own accord, The Milk Union shall have the right to forfeit the last payment due to the Agency for the execution of the contract in addition to performance of Security Deposit. For this purpose, the entire amount payable for one month's bill along with Security Deposit shall be forfeited irrespective of the duration of the contract.
- 2.30) The Milk Union reserves the right to:
- (i) Amend the scope and value of any contract under this service.
 - (ii) Cancel the tender if the Milk Union seems the quoted rate is unjustified.
 - (iii) Reject or accept any application without assigning any reasons thereof and
 - (iv) Reject all applications and cancel the Tender.
 - (v) BCMPUL shall neither be liable for any such actions nor be under any obligation to inform the Applicants

3. PENALTY CLAUSES:

- 3.1) Agency shall not engage any sub- Agency or sublet/transfer the contract to any other agency/person in any manner. If so, the contract shall be terminated and subsequently the Security Deposit shall be forfeited by the Milk Union.
- 3.2) In case of short supply of personnel as per our requirement, amount of penalty, decided by the Milk Union, will be imposed and will be deducted from your monthly bill.
- 3.3) In case the Agency fails to commence / execute the work as stipulated in the Engagement Order or there is a breach of any terms and conditions of the contract, the Milk Union reserves the right to impose the penalty as detailed below:
- (i) One percent of quantum of Security Deposit for delay of one week or part thereof.
 - (ii) Beyond one week, the Milk Union reserves the right to cancel the contract and forfeit the Performance security/EMD as applicable and get this job to be carried out by any other party at the full cost of the Agency.
 - (iii) The amount payable for the preceding month can be partially/ fully deducted depending on the severity of default in case of non-compliance with work stipulations, after commencement of the contract
- 3.4) For any breach of contract, the Milk Union shall have the right to impose a penalty up to Rs. 5000/- on the first occasion upon the agency in the event of breach, violation or contravention of any of the terms and conditions contained herein. In the event of getting repeated again, the extent of penalty will be doubled on each such occasion. The decision of the Milk Union in this regard shall be final and binding upon the Agency. Some of the illustrative instances in which penalty would be imposed are enumerated below:
- (i) If the personnel working are not found in proper uniform and displaying their photo identity card or missing from the respective working place.
 - (ii) If the personnel found indulging in smoking/drinking/sleeping or any other misconduct during duty hours or any time in the premises.
 - (iii) If the behavior of personnel(s) found is discourteous or harmful to anyone in the Milk Union.
 - (iv) If any personnel found performing duty by submitting a fake name and address, the services of such person shall be terminated and the Agency will be held responsible for such lapse.
 - (v) If any personnel found on duty other than those mentioned in the approved roaster is supplied by the Agency to the authorities of the Milk Union.

4. SPECIAL TERMS AND CONDITIONS:

4.1. Minimum Wages:

The Agency shall ensure for payment of minimum wages to the Un-skilled & Semi-skilled personnel as scheduled by the office of the Labour Commissioner, Govt. of West Bengal from time to time subject to approval of the competent authority of the Milk Union.

4.2. EPF/ESI/P.Tax/TDS and other statutory obligations:

The Agency is liable to cover all the personnel with EPF & MP Act, 1952, ESI Act, 1948 and other statutory welfare scheme accordingly. The amount of such contribution shall have to be remitted accordingly as per the said acts. TDS & Professional Tax shall also be applicable as per IT Act, 1961 and WB State Tax on Profession, Trades, Calling & Employment Act, 1979 respectively. All these should maintained

4.3. Bonus as per Payment of Bonus Act, 1965:

The Agency concerned shall ensure for payment of Bonus to each personnel as per Payment of Bonus Act, 1965 as amended up to date and such expenditure will be borne by the contractor. However, payment of Bonus shall be made on monthly basis irrespective of a financial year.

4.4. Uniform:

Six sets of uniform are required to be provided to each un-skilled, semi-skilled and skilled personnel during the contract period as specified above. Out of which at least two sets of uniform are required to be provided at the beginning of the each year (within the month of January). For male personnel, uniform is specified with sky blue shirt and black full pant and for female personnel, uniform is specified with saree sets (saree + blouse + petticoat). Quality of such uniform shall be standard and branded and such expenditure will be borne by the Agency.

4.5. Workmen Employed:

The Agency shall be responsible for compliance of all labor laws and statutory requirements. He must retain sufficient reserves of manpower to cater leave, weekly offs, medical problems, holidays or any other exigencies etc.

4.6. Delay in Payment:

In case of delay in monthly payment by the Milk Union, the agency should be financially sound to make payments to its personnel including statutory payment in due time without affecting daily work.

4.7. Arbitration:

If any dispute or difference that may arise at any time between the Bhagirathi Milk Union and the Agency, in connection with this contract or regarding the rights and liabilities of the parties hereto, the same shall be resolved through arbitration and the decision of the Sole Arbitrator in the matter shall be final and binding on both the parties. The Sole Arbitrator will be engaged by the Milk Union. In case the arbitrator fails, the courts at Murshidabad shall have jurisdiction to entertain dispute arising out of agreement. During the pendency of the arbitration proceeding, the normal work and day to day activities of the Milk Union and its other plants under this contract shall remain continued. The Arbitration proceeding shall be governed by the provisions of the Indian Arbitration & Conciliation Act, 1996 and the rules framed there under as may be in force from time to time.

4.8. Replacement of personnel:

Any personnel of Agency may be demanded to be replaced immediately from the site without assigning any reason whatsoever. Non-compliance may lead to suitable deduction accordingly.

4.9. Restrictions:

Consumption of liquor, smoking, chewing pan/Gutkha etc. and items under NDPS Acts are strictly prohibited inside the premises of the Milk Union. Non-Compliance may lead to suitable penalty or termination of contract.

4.10. Attendance registers:

Attendance registers shall have to be maintained by the Agency concerned properly for each individual unit of the Milk Union/ Chilling Plant/ Packaging Unit. Overtime duty will be considered if the concerned sectional heads so desire. Daily attendance is to be verified and reconciled by the sectional heads of the Milk Union.

4.11. Certification of bills:

The bills are required to be submitted separately for each sections/units wherein the personnel are supplied and utilized. Such bills shall have to be certified by the concerned sectional heads before release of payment.

4.12. Performance of duties:

Personnel deputed by the agency shall be adequately trained and hard worker and perform the duties to the satisfaction of the Milk Union.

4.13. Age limit:

Lower age & Upper age of personnel to be deputed by Agency shall strictly be restricted between 18 years to 65 years. Hence, personnel attaining the age of 65 years shall be replaced accordingly.

4.14. Relationship:

The personnel to be provided/deployed by Agency will at no point of time be the employees of the Bhagirathi Milk Union and there will be no relationship of employer and employees between the Bhagirathi Milk Union and the personnel deputed by Agency.

5. PAYMENT TERMS & CONDITIONS:

For the satisfactory discharge of the obligations under this contract, the Agency will be paid the following charges, during the period of contract with effect from 1st September, 2022 subject to submission of bills on monthly basis duly verified by the Milk Union:

| SL | Particulars of payment on account of | Amount payable to agency/contractor |
|-------------------------|--|---|
| 1 | Wages | Daily Wages as furnished above. However, in case of Un-skilled & Semi-skilled personnel, Minimum wages shall be revised from time to time as per the scheduled rate of the Labour Commissioner, Govt. of WB and subject to approval of the competent authority of the Milk Union. |
| 2 | Employer's contribution to EPF | 13% (including Admn. Charges) of Basic Wages as per EPF & MP Act, 1952 |
| 3 | Employer's contribution to ESI | 3.25% of Basic Wages as per ESI Act, 1948 |
| 4 | GST | As applicable |
| 5 | Daily Commission/Service charge per personnel (including Bonus as per Payment of Bonus Act, 1965 + Uniform as prescribed above in para 4.4) | To be quoted by the bidders |
| Amount payable = | | SL (1+2+3+4+5) Less: TDS as per IT Act, 1961 |

- 5.1 Payment will be made to the Agency within 10th of the next month subject to submission of bills within 15th of the corresponding month after deducting the Income Tax. The payment on account of statutory obligations like EPF, ESI, GST, P.Tax etc. would be made accordingly and the documents of Payment sheet & Attendance sheet of personnel are to be submitted along with the Bills.. Agency shall be solely responsible to remit the statutory dues on account of EPF, ESI, P.Tax, GST etc. No mobilization advance shall be provided to the Agency for this job. However, payment on account of Overtime shall also be treated accordingly in the above manner.
- 5.2 The Agency is bound to make payment to its personnel on or before 7th day of each month irrespective of having received payment for the month from the Milk Union. The Agency shall pay the wages & Bonus directly in their Bank accounts and the payment sheet will be enclosed with the bills.
- 5.1 The Agency shall maintain all such records and registers and file such returns are required to be filed under various Labor Laws & Acts. However, details of personnel worked for a particular month along with payment shall be submitted to the Milk Union.
- 5.2 EMD as stated above will be treated as Security Deposit which shall be refunded to the contractor on completion of the contract period successfully without any interest.
- 5.3 Agency shall indemnify in respect of all claims, damages, compensation or expenses payable, if any, as consequence of any injury or accident sustained by any personnel deployed by them for the discharge of its contractual obligations.
- 5.4 Agency shall indemnify and keep harmless the Milk Union from any claim by an employee of the Contractor, engaged for the purpose raised under the Workman's Compensation Act, Employer's liability Act or other Acts of a like nature respectively, in force from time to time.
- 5.5 If the Agency commits breach of any of the terms and conditions of contract, the Milk Union shall be at liberty to terminate this agreement without any notice and without assigning any reasons thereof and without prejudice to any of the right and remedies available to it.

Managing Director
The Bhagirathi Cooperative
Milk Producers' Union Ltd.

Copy forwarded to:

1. E-Procurement portal of Govt. of West Bengal (<https://wbtenders.gov.in>)
2. Officer-in-charge, BCMPUL with a request to publish it to District Website (<https://murshidabad.gov.in>)
3. Official Website (www.bhagirathimilk.com)
4. Notice Board