



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

BU/HRM/SECURITY-2/1571

September 6, 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 Un-skilled & Semi-skilled Security personnel for round the clock security arrangement at Berhampore Feeder Dairy Plant, Kandi Chilling Plant & Domkal Plant as per our requirement for a period of 3 (three) years w.e.f. **1<sup>st</sup> December, 2022.**

**Key Manning areas (Existing personnel)**

Particulars of deployment	Un-skilled (Mandays)	Semi-skilled (Mandays)	Remarks
<b>(A) At Berhampore Feeder Dairy:</b>			
Main Gate	7	2	For Round the clock
Accounts Section	1		For Working Days
Dairy Plant	4		For Day + Night Shift
Effluent Treatment Plant (ETP)	3		For Round the clock
Staff Quarter	3		For Round the clock
Hospital Building	3		For Round the clock
Marketing & Dispatch Unit	1	2	For Day + Night Shift
<b>(B) At Kandi Chilling Plant:</b>			
Main Gate	3		For Round the clock
Plant	2		For Day + Night Shift
<b>(C) At Domkal Chilling Plant:</b>			
Main Gate	3		For Round the clock
Plant	1		
<b>Total</b>	<b>31</b>	<b>4</b>	
<i>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 of the Milk Union.</i>			

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

SL	Category of personnel	Nos.	Monthly Wages	Daily Wages
1	Un-skilled Security personnel	31	Rs. 8380/-	Rs. 322/-
2	Semi-skilled Security personnel	4	Rs. 9215/-	Rs. 354/-
	<b>Total</b>	<b>35</b>		

## Important Date and Time Schedule:

Sl. No.	Particulars	Date & Time
1	Date of uploading (Publishing) of N.I.T. Documents (Online)	<b>06/09/2022</b> at 1500 hrs
2	Documents download start date (Online)	<b>06/09/2022</b> at 1505 hrs
3	Technical Bid proposal submission start date (Online)	<b>06/09/2022</b> at 1510 hrs
4	Bid Submission end date (Online)	<b>27/09/2022</b> at 1600 hrs
5	Technical bid opening date	<b>29/09/2022</b> at 1600 hrs
6	<b>Pre bid Meeting</b> 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.	<b>07/09/2022 to 26/09/2022</b> 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:

<b>Nature of Work</b>	Engagement of Agency/contractor for supply of Un-skilled & Semi-skilled Security personnel towards round the clock security arrangement.
<b>Scope of Work</b>	As per Annexure-1
<b>Estimated Cost of Work</b>	To be quoted by the bidder as per prevailing market rate
<b>Contract Period</b>	3 years (which may be extended further if the Milk Union desires)
<b>Bid Inviting Authority</b>	The Managing Director of The Bhagirathi Cooperative Milk Producers' Union Limited
<b>Eligibility Criteria</b>	<b>Credentials:</b> <b>1. Experience:</b> Minimum 3 years experience in any manufacturing Industries/Govt. Institution. 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 <b>2. Turnover:</b> Average Annual Turnover from this business should be <b>minimum two (2) Crore for the last 3 financial years</b> . Audited Balance Sheet should be produced in support of the claim and must be uploaded in the Technical Bid Folder.
<b>Earnest Money Deposit</b>	The EMD amounting to Rs. 1,00,000/- 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

	<p>process, 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 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/PRI, 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/PRI, etc tenders.</p> <p>viii. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD &amp; Tender Fees (if any) were initiated.</p>
<p><b>Statutory and non-statutory documents</b></p>	<p><b>The Technical Bid Document should contain the following documents:</b></p> <ol style="list-style-type: none"> <li>1. Details of the company (Company profile)</li> <li>2. Copy of Experience Certificate</li> <li>3. PAN Card</li> <li>4. Trade License</li> <li>5. EPF registration number with copy of EPF registration</li> <li>6. ESI registration number with copy of ESI registration</li> <li>7. P.Tax Registration &amp; Enrolment Certificate</li> <li>8. GST Registration Certificate</li> <li>9. Copy of license under Contract Labour (R&amp;A) Act, 1970</li> <li>10. IT Return and Balance Sheet for last 3 financial years</li> </ol>

<b>Bid documents</b>	The bid document is available in the E-Tendering Portal of Govt. of West Bengal <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> .
<b>Technical Bid Evaluation</b>	<p>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.</p> <p><b>Participation in Pre bid meeting is mandatory for qualifying in Technical Bid Evaluation else the respective bidder shall be treated as disqualified.</b></p>
<b>Financial Bid</b>	Rate shall be quoted in the Financial bid only for two 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 aggregate of two items mentioned in BOQ shall only be considered for bid comparison. <b>Only downloaded copies of the above documents, digitally signed by the bidder are to be uploaded (Excel file).</b>
<b>Validity of Bid</b>	1095 days (3 Years)
<b>E Tender registration and bidding</b>	<p><b>ONLINE BIDS:</b></p> <ul style="list-style-type: none"> <li>➤ The bidders interested to submit the bid Online shall get registered and get a digital signature as per the procedure described below:</li> <li>➤ 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.</li> <li>➤ Online tenders can be submitted by logging in the e -Tendering portal of Govt. of West Bengal i.e. <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> .</li> </ul> <p><b>ONLINE BID SUBMISSION:</b></p> <ul style="list-style-type: none"> <li>➤ 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.</li> </ul>
<b>Important Instructions</b>	<ul style="list-style-type: none"> <li>➤ Names of the technically qualified bidders as per the bid criteria after <b>verification with original</b> &amp; evaluation will be displayed in the e-portal.</li> <li>➤ The financial bid documents of the technically qualified bidders will only be opened.</li> <li>➤ 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.</li> <li>➤ 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.</li> </ul>

<p><b>Download of Tender</b></p>	<p><b>1. Download of Tender</b></p> <p>Tender to be downloaded only from the e-Tendering portal of Govt. of West Bengal i.e. <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> .The tender will be submitted in two bid system i.e. Technical bid &amp; Financial bid only through online.</p> <p><b>2. Online Bid submission procedure</b></p> <p>i. <b>Registration of Bidders:</b> Agencies/Bidders who are interested in participating e-tenders will have to get enrolled &amp; registered with the Government e-Procurement system. through logging on to <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a></p> <p>ii. <b>Digital Signature certificate (DSC):</b> 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. <b>Tender Download:</b> The bidders can search &amp; download NIT &amp; Tender Documents electronically from computer once he logs in to the e-Tendering portal <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.</p> <p>iv. <b>Submission of Tenders:</b> General process of submission, Tenders are to be submitted through online to the stipulated website in two folders, (one is Technical Bid &amp; the other is Financial Bid) before the prescribed date &amp; 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><b>Award of Contract</b></p>	<p>The bidder selected after evaluation of financial bid (Total quoted amount of 2 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><b>Publication of Tender</b></p>	<p>1. E-Procurement Portal of the Government of West Bengal (<a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>)</p> <p>2. Website of the Milk Union (<a href="http://www.bhagirathimilk.com">www.bhagirathimilk.com</a> )</p> <p>3. Office Notice Board</p>

## **ANNEXURE-1:**

### **1 SCOPE OF WORK:**

The Contractor will solely be responsible for round the clock security arrangement through supplying security personnel on daily basis as per requirement of the Milk Union for the Feeder Dairy at Berhampore, Chilling Plant at Kandi & Chilling Plant at Domkal. Number of personnel is variable and it may increase or decrease depending upon the requirement of the Milk Union. The Contractor shall act in liaison with the Managing Director or an Officer authorized by him for coordinating the supervisory arrangements. 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 of the Milk Union. As per such requirement, the contractor shall provide Un-skilled & Semi-skilled Security personnel accordingly for the following activities within the scope of work of the Milk Union:

- The Security Supervisor will be responsible for overall security arrangement of all the notified premises mentioned above.
- The Security Supervisor will ensure that all the instructions of the Milk Union are strictly followed and there is no lapse of any kind.
- The Security Guard/Supervisor will ensure to prevent theft, pilferage, unauthorized collection of cash, gambling, riotous behavior and other unusual unlawful acts at the notified premises mentioned above.
- The Security Guard/Supervisor will ensure to check, Control and Restrict the entries of Staff/ Workers/ Authorized Personnel of Organization / Firm and others by valid passes or documents if required and to monitor the movements of vehicles of incoming / outgoing along with Materials (with gate passes, challans) including recording of the timings of all above operations.
- The Security Guard/Supervisor must watch there are no unidentified/ unclaimed/ suspicious objects/ persons in the building/ premises, either wondering or getting entry within the premise, or there is no instance of incursion from any origin.
- The Security Guard/Supervisor will report any incident like theft, fire gambling, alcohol consumption any other unusual and unlawful acts.
- The Security Guard/Supervisor will check the goods/ materials, equipments, vehicles, visitors, outside personnel to and from the complex at the notified premises.
- The Security Guard/Supervisor will ensure the loading of Milk & Milk Products to the vehicles of city supply as per the challans with proper records.
- The milk products & crates/ insulated boxes in cold store will be handed over to the authorized representative of the security agency. After dispatching the same to the route vehicles as per dispatched advice of Marketing Section the balance item is to be handed over to Dairy Section. Any shortage, if found will be recovered from the agency at MRP/ Market price. All transactions will be documented for audit purpose.
- The Security agency will be custodian for all milk crates/ insulated boxes and proper record will be maintained regarding stock received from Store/ Dairy, dispatch to different transporters, receipt of crates/ insulated boxes from different transporters and its closing balance. On maintaining physical verification of crates/ insulated boxes, if shortage is detected, the cost will be recovered from the bill of agency.
- The Security Guard/Supervisor will ensure the route vehicles regarding Cans and Lids before and after reception of raw milk and ensure proper sealing of outgoing / incoming tankers.
- The Security Guard/Supervisor will monitor to secure premises and personnel by patrolling property; monitoring surveillance equipment; inspecting buildings, equipment, and access points; permitting entry.

- The Security Guard/Supervisor will ensure that no outsiders are allowed to enter in the building without permission.
- The Security Guards/Supervisor will ensure that no items are allowed to be taken out without proper Gate Passes issued by the Competent Authority/Authorized Officers for in and out movement of store and moveable items.
- The Security Guards/Supervisor will also take round of all the important and sensitive points of the premises.
- The Security Guards on duty will also take care of vehicles parked in front of office premises and keep watch on it for safe keeping. The Security Guards/Supervisor shall also ensure door keeping duties, if required
- The Security Guards on patrol duty should take care of all the water taps, valves, water hydrants etc. installed in the office premises and ensure the switch off of lights/ fans etc.
- The Security Guards/Supervisor should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.
- In emergent situations, Security Guards/Supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the Milk Union. Security Guards/Supervisor should be sensitized for their role in such situations.
- The Security Guards/Supervisor are required to display mature behaviour, towards staff and visitors. The Security Guards on duty shall not leave the premises until his reliever reports for duty.
- The Security Guards will physically check the packets, bundles, brief cases, hand bags or any other things carried by the various persons while entering and leaving/going out of the building/premises to prevent theft, pilferage and mischief.
- The Security Guards/Supervisor will not allow hawkers/sellers to enter or to occupy space in front of office premises.
- The Security Guards/Supervisor will always be ready and well prepared to discharge duties anywhere/ any spots as per requirement of the Milk Union.
- The Security Guards/Supervisor will ensure to prevent of Electricity and water from getting misused. The Security guard shall ensure that all the electrical equipment's/ instruments / lights and fans in the office or any part of same should be switched off at the time of closure of the office hour.
- The security guard should ensure that all the officers/ rooms are locked at the closure of office hours and opened at the beginning of office hours including keeping keys of all rooms under in custody with safety.
- The Agency should arrange for surprise checks (during day and night) to check the alertness and attentiveness of the security guard.
- Personnel to be deployed are required to possess minimum qualification and experience as given below to ensure efficient discharge of the duties.

## **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. (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 security personnel as scheduled by the office of the Labour Commissioner, Govt. of West Bengal from time to time subject to the 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 quarterly basis irrespective of a financial year.

##### **4.4. Uniform:**

Six sets of uniform are required to be provided to each security personnel during the contract period. Out of which at least two sets of uniform are required to be provided at the beginning of the each calendar year (within the month of January). However, uniform is specified with light blue shirt and black full pant along with blue colored Cap. 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.

#### **4.15 Agreement:**

It is required to enter into an agreement between the Milk Union and the Agency/Contractor on a non-judicial stamp paper for the terms and conditions of this contract and also to submit an affidavit/undertaking in favor of the Principle Employer to the effect that you shall pay wages to your workers every month and shall also comply with the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and other Acts etc. in this regard.

### **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 December, 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, 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
2	Employer's contribution to EPF	13% (12% for Employer's share to EPF + 0.5% for Administrative charges + 0.5% for EDLI Contribution) 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 (inclusive of Bonus as per Payment of Bonus Act, 1965 as stipulated in Para 4.3 + Uniform as prescribed in Para 4.4 )	<b>To be quoted by the bidders</b>
<b>Amount payable =</b>		<b>SL (1+2+3+4+5) Less: TDS as per IT Act, 1961</b>

- 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. On account of statutory payment 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 monthly Bills.. Agency shall solely be responsible to remit the statutory dues on account of EPF, ESI, P.Tax, GST & Income Tax etc. No mobilization advance shall be provided to the Agency for this job. However, payment on account of Overtime shall also be treated proportionately in the above manner.
- 5.2 The Agency is bound to make payment to the 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 respective Bank A/C, which is required to be enclosed with the bills.
- 5.3 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.
- 5.4 EMD as stated above will be treated as Security Deposit which shall be refunded to the contractor on successful completion of the contract period without any interest.
- 5.5 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.
- 5.6 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.
- 5.7 Agency shall generate the pay slip and ensure to distribute the same amongst the personnel on regular interval after the end of each month.
- 5.8 Agency shall provide fully assistance and guidance to the personnel for updating KYC, seeding Aadhaar, filing Claims/Nomination against EPF/ESIC Scheme whenever necessary.
- 5.9 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.

Sd/-  
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. Official Website ([www.bhagirathimilk.com](http://www.bhagirathimilk.com))
3. Notice Board