



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

**NOTICE INVITING e-TENDER**

The Bhagirathi Cooperative Milk Producers' Union Limited invites e-Tender in Two bid system (Technical & Financial) for entering into a contract agreement with a registered Service Provider for supplying security personnel at the Feeder Dairy, Kandi Chilling Plant, Domkal Plant and BENMILK Plant, Beldanga Plant and Hospital Building for a period of 3 (three) years to provide round the clock security arrangement.

**Key Manning areas**

<b>PARTICULARS</b>	<b>Un-skilled Security Guard</b>	<b>Semi-skilled Security Supervisor</b>
<b>➤ FEEDER DAIRY:</b>		
<i>Main Gate</i>	6	3
<i>Administrative Building</i>	1	
<i>Dairy Plant</i>	4	
<i>ETP</i>	3	
<i>Dispatch Unit</i>	1	
<i>Staff Quarter</i>	3	
<b>➤ KANDI CHILLING PLANT:</b>		
<i>Main Gate</i>	3	
<i>Plant &amp; Campus</i>	2	
<b>➤ DOMKAL CHILLING PLANT:</b>		
<i>Main Gate and Campus</i>	4	
<b>➤ BENMILK PLANT:</b>		
<i>Main Gate and Campus</i>	3	
<b>➤ BELDANGA PLANT:</b>		
<i>Main Gate and Campus</i>	1	
<b>➤ HOSPITAL BUILDING:</b>		
<i>Main Gate and Campus</i>	3	
<b>Total</b>	<b>34</b>	<b>3</b>
<b><i>N.B: Number of personnel is variable. It may increase or decrease depending upon requirement of the Milk Union.</i></b>		

**IMPORTANT DATE AND TIME SCHEDULE**

Sl. No.	Particulars	Date & Time
1	Date of uploading (Publishing)of N.I.T. Documents (Online)	<b>16/10/2019</b> at 1500 hrs
2	Documents download start date (Online)	<b>16/10/2019</b> at 1505 hrs
3	Documents download end date (Online)	<b>06/11/2019</b> at 1500 hrs
4	Date of hosting of documents at departmental website ( <a href="http://www.bhagirathimilk.com">www.bhagirathimilk.com</a> )	<b>16/10/2019</b> at 1500 hrs
5	Technical Bid proposal submission start date (Online)	<b>16/10/2019</b> at 1510 hrs
6	Bid Submission end date (Online)	<b>06/11/2019</b> at 1500 hrs
7	Technical bid opening date	<b>08/11/2019</b> at 1500 hrs
8	Pre bid Meeting (The Office of The Bhagirathi Cooperative Milk Producers' Union Limited)	<b>21/10/2019</b> at 1500 hrs
9	Financial Bid Opening date	To be notified later

The details of work are given below:

<b>Nature of Work</b>	Round the clock Security arrangement
<b>Scope of Work</b>	<b>As per Annexure-1</b>
<b>Estimated Cost of Work</b>	To be quoted by the bidder
<b>Contract Period</b>	3 years(which may be extended further if the Milk Union so desires)
<b>Bid Inviting Authority</b>	The Managing Director of The Bhagirathi Cooperative Milk Producers' Union Limited
<b>Eligibility Criteria</b>	<p><b>Credentials:</b></p> <p><b>1.Experience:</b> Minimum 3years' 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. Discontinuation of services during the contract period in past record with the Milk Union is liable to be rejected without assigning any reason thereof.</p> <p><b>2.Turnover:</b> Average Annual Turnover from this business should be <b>minimum 1Crores 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.</p>

**Earnest Money Deposit**

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 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.

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.

v. As soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal –

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.

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.

vi. The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the E-Procurement portal for updation.

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

	<p>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>
Statutory and non-statutory documents	<p>The Technical Bid Document should contain the following documents:</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. GSTIN</li> <li>8. Copy of license under Contract Labour (R&amp;A) Act, 1970</li> <li>9. IT Return and Balance Sheet for last 3 financial years</li> <li>10. Documents supporting Identity and Address (Voter Card/Aadhaar Card/Driving License).</li> </ol>
Bid documents	<p>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> .</p>
Technical Bid Evaluation	<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>
Financial Bid	<p>Rate shall be quoted in the Financial bid only. The bidder shall quote the rate online through Computer only in the space marked for quoting rate in the Bill of Quantities (BOQ). <b>Only downloaded copies of the above documents, digitally signed by the bidder are to be uploaded (Excel file).</b></p>
Validity of Bid	<p>3 years</p>
E Tender registration and bidding	<p><b>ONLINE BIDDS:</b> 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. <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> .</p> <p><b>ONLINE BID SUBMISSION:</b> 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.</p>
Important Instructions	<p>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.</p> <p>The financial bid documents of the technically qualified bidders will only be opened.</p> <p>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.</p> <p>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><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>
<b>Award of Contract</b>	The bidder selected after evaluation of financial bid by the tender committee will be given Award of Contract, subject to fulfillment of Terms and Conditions provided in the tender.
<b>Publication of Tender</b>	<ol style="list-style-type: none"> <li>1. E-Procurement Portal Govt. of West Bengal (<a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>)</li> <li>2. Website of the Milk Union (<a href="http://www.bhagirathimilk.com">www.bhagirathimilk.com</a> )</li> <li>3. Office Notice Board</li> </ol>

## **Annexure-1**

### **SCOPE OF WORK:**

#### **Category wise existing security personnel and their basic wages:**

<b>SL</b>	<b>Category</b>	<b>No. of manpower</b>	<b>Monthly wage</b>	<b>Daily wage</b>
1	Un-skilled Security Personnel	34	7628/-	<b>293.39/-</b>
2	Semi-skilled Security Supervisor	3	8297/-	<b>319.11/-</b>

- 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.
- Deployment of Security Guards/Supervisor will be as per the instructions of the authorized officer of the Milk Union.
- The Security Guards/Supervisor will also take round of all the important and sensitive points of the premises.

- The Security Guards/Supervisor shall also ensure door keeping duties, if required.
- 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 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 ensure that flower plants and pots are not damaged either by the staff or by the outsiders.
- The Security Guards/Supervisor should be trained to extinguish fire with the help of fire extinguishing cyclinders 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 must be rotated from their point of deployment at an interval of 3 months.
- 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.

<b>Position</b>	<b>Minimum Qualification</b>	<b>Minimum Experience</b>
Security Supervisor	12 <sup>th</sup> Standard preferably ex-serviceman	Two years as Security Supervisor
Security Guards	8 <sup>th</sup> /10 <sup>th</sup> Standard	One year as Security Guard



## **GENERAL TERMS AND CONDITIONS**

1. The Bhagirathi Co-operative Milk Producers' Union Ltd. will not accept any variations in conditions stipulated in the tender.
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.
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.
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 Union
5. The 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 union further reserves to get the work done from other agencies at the risk and cost of the service provider. The Agency may also be black listed by the union for a period up to 5 years from participating in such type of tenders and the earnest money/performance security deposit may also be forfeited.
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.
7. Furnishing of incorrect information and false documents will render the Bidder ineligible for bidding and liable to be debarred/ blacklisted from participation by Union.
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.
9. The Bidder will have to furnish documents in support of the information given in the tender. Original documents will be checked for verification as and when required.
10. The decision of the Milk Union regarding approval of bids shall be final and binding on all Bidders.
11. No further correspondence shall be entertained after opening of the Tenders.
12. The personnel, whose services are provided by the successful Bidder, hereafter referred to as the Agency, 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 union.
13. The Agency shall solely be responsible for payment of compensation under Workman Compensation Act either in the course of employment or out of employment. BCMPUL no way shall be liable in this regard.
14. The Agency shall verify the antecedents of all manpower deployed at Union premises working in BCMPUL, by police verification and shall keep antecedents and other relevant records at its cost and will produce these on demand by the Union authority. The list containing the names/addresses of the personnel appointed by the Agency shall be made available to the union authorities with their bio-data within 15 days from the date of deployment. The same shall also be provided in the form of CD giving out photographs and detail of the staff within one month of commencement of work.
15. The Agency shall obtain a license under Contract Labour (R&A) Act, 1970 and also submit a copy of such license to BCMPUL, duly attested. The agency shall abide by all the relevant provisions of various Labour Laws/Acts namely EPF, ESI, Exgratia, Workmen's Compensation, and any other laws and rules applicable in this regard, and adhere to all statutory requirements/compliance.
16. The Agency, shall be responsible for any type of statutory/ mandatory claims or penalties due to default with reference to the above provisions.

17. In case any person engaged by the Agency is found to be inefficient, quarrelsome, infirm and invalid or found indulging in unlawful activities, the Agency will have to replace such a person with a suitable substitute at the direction of BCMPUL authority.
18. BCMPUL will not provide any sort of accommodation to the staff or person deployed by the Agency and no cooking/lodging will be allowed in the premises of the Union at any time.
19. BCMPUL have 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.
20. No report for any loss/damage to property of the Union shall be lodged with Police by the Agency without the approval/consent of the milk union.
21. BCMPUL, through its designated/authorized officer shall be at liberty to check any time the deployment of the personnel by the Agency and in case of any absence/fault/ lapse, action will be taken against the agencies as per the penalty clauses.
22. Every personnel shall wear the prescribed, neat and clean uniform affixing thereon the badge mentioning his name and designation of the worker and these must be provided by the Agency at their own cost.
23. **The Agency shall not engage the personnel below the age of 18 years as well not exceeding 55 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 BCMPUL.**
24. If any complaint of misbehavior and misconduct comes to the knowledge of the 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 BCMPUL.
25. The Agency shall not, at any stage, cause or permit any sort of nuisance in the premises of BCMPUL or do anything which may cause unnecessary disturbance or inconvenience to others working there as well as to the general public in BCMPUL premises and near to it.
26. The Agency shall not engage any sub- Agency or sublet/transfer the contract to any other agency/person in any manner.
27. The Agency shall, for providing proper manpower, ensure the following: -
  - a. That a daily report of its personnel on duty and about their performance is furnished & maintained.
  - b. That their personnel do not smoke/drink/abuse drugs or indulge in any improper behavior at the place of work and/or anytime inside the campus.
  - c. That any specific work assigned to it by BCMPUL or any of its officer authorized shall be done diligently and well in time.
28. Tax deduction at source shall be governed by the prevailing rules.
29. In case the 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, BCMPUL 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 could be forfeited irrespective of the duration of the contract.
30. BCMPUL reserves the right to:
  - a. Amend the scope and value of any contract under this service.
  - b. Reject or accept any application without assigning any reasons thereof and
  - c. Reject all applications and cancel the Tender.
  - d. BCMPUL shall neither be liable for any such actions nor be under any obligation to inform the Applicants.

31. Payment will be made to the Contractor within 10th of the next month subject to submission of bills within 20th of the corresponding month after deducting the Income Tax. The payment on account of statutory obligations like EPF, ESI, GST etc. would be made separately and the documents of payment are to be submitted along with the Bills in support of the claim. In case of unsatisfactory services, suitable amount will be deducted from your bills which will be decided by the Milk Union.

32. Ex gratia, Proper Uniform, (including Shoes.) will be provided by you at your own cost from time to time to all the labourers deployed by you which shall be intimated to the Milk Union.

33. The contractor 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 Bhagirathi Milk Union. The contractor shall pay the wages directly in their Bank accounts and the payment sheet will be enclosed with the bills.

34. You shall have to raise the bills of the previous month within 20th of the next month, enclosing statutory payment pertaining to EPF, ESI, GST, P.Tax etc.

### **PENALTY CLAUSES:**

1. In case of short supply of security personnel/ security supervisors as per our requirement, amount of penalty, decided by the Milk Union, will be imposed and will be deducted from your monthly bill

2. In case the Agency fails to commence / execute the work as stipulated in the Letter of Intent/Work Order or there is a breach of any terms and conditions of the contract, BCMPUL reserves the right to impose the penalty as detailed below:

a) One percent of value of the contract for delay of one week or part thereof.

b) After two weeks, BCMPUL 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 cost of the Bidder. The defaulting Bidder may be blacklisted from participating in any tender of BCMPUL for next five years.

c) 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. For any breach of contract, designated committee or designated officer in charge of BCMPUL shall have right to impose a penalty up to Rs. 1000/- 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 said officer/committee 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:

a) If the personnel working in Security are not found in proper uniform and displaying their photo identity card.

b) If the personnel found indulging in smoking/drinking/sleeping or any other misconduct during duty hours.

c) If the behavior of personnel(s) found is discourteous or harmful to anyone in the union.

d) 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.

e) If any personnel found on duty other than those mentioned in the approved list is supplied by the agencies to the authorities of the union.

4. If any assets/ materials/ equipments within the notified areas, are found missing/ stolen, the price of the same will be reimbursed from the bills of Agency.

## **SPECIAL TERMS AND CONDITIONS**

### 1. Period of contract:

This contract is for a period of three years subject to every six-month review, the BCMPUL will decide the commencement of the service, which will be duly informed at the time of the award of the contract.

### 2. Price:

Quoted rates shall be valid for the entire period of the contract.

### 3. Payment:

Payment shall be made as reimbursement on monthly basis within fifteen (15) days from the date of receipt of bill duly certified & recommended by designated officer in charge of the BCMPUL. Payment of bill for deployed manpower must be submitted with following documents for further processing of the bill:

- a. ECR payment challan along with the list of employees
- b. Monthly Statement of ESI payment
- c. Payment receipt of employees

### 4. Workmen Employed:

The Agency shall be responsible for compliance of all labor laws and statutory requirements, ESI/insurances pertaining to his employees. He indemnifies the BCMPUL against any claim in this account. He must retain sufficient reserves of manpower to cater leave, weekly offs, medical problems, holidays or any other exigencies etc.

### 5. Delay in Payment:

In case of delay in monthly payment by the BCMPUL, the agency should be financially sound to make payments to its employees and also the expenditure towards consumables without affecting the work.

### 6. Arbitration:

Except where otherwise provided for in the contract, all issues and disputes relating to the provisions of this contract shall be settled under the provisions of Indian Arbitration and Conciliation Act, 1996, within thirty (30) days (or such longer period as may be mutually agreed upon) from the date that either party notifies in writing that such dispute or issues exist.

### 8. Replacement of Employees:

Any employee of service provider may be demanded to be replaced immediately from the site without assigning any reason whatsoever. Non-compliance may lead to suitable deduction on per day basis as a penalty.

### 9. Restrictions:

Consumption of liquor, smoking, chewing pan/Gutkha etc. and items under NDPS act are strictly prohibited inside the BCMPUL's premises. Non-Compliance may lead to suitable penalty /termination of contract.

### 10. Attendance register:

Daily attendance is to be verified by the designated officer of the BCMPUL.

### 11. Certification of bills:

Every claim bill is to be certified by the designated officer of the BCMPUL.

### 12. Performance of duties:

Employees of the service provider shall be adequately trained and perform the duties to the satisfaction of the Union.

**Payment of Security Deposit:**

The successful Tenderer shall execute an agreement with the Union on a Rs.100/- valued Non-judicial Stamp Paper incorporating the terms and conditions of the contract within fifteen days from the date of issue of work order. The EMD furnished by the successful bidder shall be converted to Security Deposit which shall be refunded to the bidder after successful execution of the contract.

**Financial BOQ filling guideline:**

<b>SL</b>	<b>Particulars</b>	<b>Amount</b>
<b>1</b>	<b>Daily Wage</b>	Minimum Wage to be followed as per Annexure-1
<b>2</b>	<b>EPF (13%) [Employer's share incl. Admn. charge]</b>	13% of Basic Wage
<b>3</b>	<b>ESI (3.25%) [Employer's Share]</b>	3.25% of Basic Wage
<b>4</b>	<b>Service charge (including Exgratia, Uniform &amp; others)</b>	To be quoted
<b>5</b>	<b>GST (18%)</b>	As applicable

S/d-  
Managing Director  
The Bhagirathi Cooperative  
Milk Producers' Union Limited

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