



## **Bihar State Milk Co-operative Federation Ltd.**

H.O:- Dairy Development Complex; Post :- B.V. College, Patna-800014

Phone No. - 0612-2228953, 2220387, 2224083; Fax – 0612 -2228306

Web :- [www.sudha.coop](http://www.sudha.coop) Email:-COMFED.patna@gmail.com

### **TENDER NOTICE**

**HIRING OF MANPOWER SERVICE PROVIDER FOR PROVIDING SERVICE OF DIFFERENT PERSONNEL FOR MARKETING/OFFICE & OTHER OF SUDHA BRAND UHT MILK & LONG SHELF LIFE PRODUCTS IN BIHAR-JHARKHAND, DELHI & NORTH EAST ON CONTRACT BASIS THROUGH OUTSOURCING PROVIDING OF SKILLED MANPOWER**

**Tender No: 871 COMFED/Admin/Dated 02/03/2019**

Sealed tenders are invited from eligible registered firms for providing service of different personnel on an outsourcing basis to this office. The tender documents containing eligibility criteria, scope of work, terms & conditions and draft agreement can be downloaded from our website [www.sudha.coop](http://www.sudha.coop). The interested firms/companies are required to submit the technical bid and financial bid in sealed cover separately. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed "**HIRING OF MANPOWER SERVICE PROVIDER FOR PROVIDING SERVICE OF DIFFERENT PERSONNEL FOR MARKETING OF SUDHA BRAND UHT MILK & LONG SHELF LIFE PRODUCTS IN BIHAR-JHARKHAND, DELHI & NORTH EAST ON CONTRACT BASIS THROUGH OUTSOURCING PROVIDING OF SKILLED & OTHERS MANPOWER**". Your tender should reach the office of the undersigned by **26.03.2019 (till 5:30 P.M.)**. The technical bid shall be opened on the **next day- 27.03.2019, at 11:00 hrs**. In the event of any of the above mentioned date being declared as a holiday / closed day, the tenders will be opened on the next working day at the specified time.

The bid security (EMD) of Rs 20,000/- (Rupees twenty thousand only) each of three places should be paid by Demand Draft in favour of "**BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD, PATNA**" payable at Patna. Bidder/s may file tender for one place or all the places.

Any future clarification and/or corrigendum(s) or notice regarding this tender shall be communicated through our website [www.sudha.coop](http://www.sudha.coop).

The undersigned reserves the right to reject to modify/cancel in full or part of the content of the tender without assigning any reason thereof.

Managing Director

# **TENDER DOCUMENT**

## **FOR**

**HIRING OF MANPOWER SERVICE PROVIDER FOR  
PROVIDING SERVICE OF DIFFERENT PERSONNEL**

**ON CONTRACT BASIS THROUGH OUTSOURCING**

**AT**

**BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD,  
COMFED H.O:- Dairy Development Complex; Post :- B.V.College,  
Patna-800014 Phone No. - 0612-2228953,2220387, 2224083; Fax –  
0612 -2228306 Web :- [www.sudha.coop](http://www.sudha.coop) Email:-  
COMFED.patna@gmail.com**

## Section - I

### SCOPE OF WORK AND INSTRUCTIONS TO BIDDERS

The Bihar State Milk Co-operative Federation Ltd requires the service of reputed, well established, financially sound and registered Manpower Service Provider to provide different man power on contract basis to COMFED unit at Bihar-Jharkhand, Delhi & North East

#### The general Information about filling of the tender is as below:-

#### 1. Period of contract

The contract for providing the below mentioned manpower will be for a period of three Years from the date of commencement of contract. The period of contract persist at requirements. The COMFED, however reserve right to terminate this initial contract at any time after giving 30 days notice to the selected service provider.

#### 2. Requirement of Manpower

(A) Bihar State Milk Co-operative Federation Ltd has the tentative requirements of the manpower for COMFED unit at Bihar-Jharkhand, Delhi & north east and their qualifications as specified below:

S.No.	Post	Number of personnel's require for Bihar-Jharkhand	Number of personnel's require for Delhi	Number of personnel's require for North east	Remuneration/wages per person by agency (in Rs per month)	Other charges
1 <sup>st</sup> category	Messenger/Office Astd/ Jr. Sales Man/Driver (Light Motor vechile) and any other as directed	2	9	9	Rs.10000-18000	Conveyance as per Rule and Mobile charges Rs.500or CUG with 10% enhancement on basic pay.
2nd category	Sales Man/Assistant/Computer operator/Driver (Heavy Motor Vechile) Jr. Procurement Astd.	26	12	12	Rs.18000-30000	Conveyance as per Rule and Mobile charges Rs.500or CUG with 10% enhancement on basic pay.
3 <sup>rd</sup> category	All types of Executive ( Products/Mktg/Dairy / Engg/ Store/ Quality/ Accounts / Establishment & others	02	02	01	Rs.35000-40000	Conveyance as per Rule and Mobile charges Rs.500or CUG with 10% enhancement on basic pay.
	<b>Total</b>	30	23	22		

(B) The requirements may increase/decrease as required by the management. The eligible bidders, those have the capability of providing all types of manpower as per the prescribed technical parameters in the tender document, are allowed to participate in the selection process. Part bids will be not be taken into consideration.

3. **Mode of dispatch the tender**

The interested firm/ company should submit the complete tender document in all respects along through Speed Post / Registered Post/ By hand so as to reach **COMFED**, Dairy Development Complex; Post :- B.V.College, Patna-800014 Phone No. - 0612-2228953,2220387, 2224083; Fax – 0612 -2228306 Web :- [www.sudha.coop](http://www.sudha.coop) Email:-COMFED.patna@gmail.com. **Your tender should reach the office of the undersigned by .....2019** The authority will not be responsible for any postal delay. Email / Fax / Late Bids will be summarily rejected.

4.. **The various critical dates relating to the above tender are cited as under:**

Si no.	Particular	Dates
1.	Last date for submitting tender document	<b>26.03.2019</b>
2.	Opening of technical bid	<b>27.03.2019</b>

5. **Tender in two parts**

The interested firms/companies are required to submit the technical bid and financial bid in sealed cover separately. The bids in Sealed Cover-I containing “Technical Bid” and Sealed Cover-II containing “Financial Bid” should be placed in a third sealed cover super scribed “**HIRING OF MANPOWER SERVICE PROVIDER FOR PROVIDING SERVICE OF DIFFERENT PERSONNEL FOR MARKETING OF SUDHA BRAND UHT MILK & LONG SHELF LIFE PRODUCTS IN BIHAR-JHARKHAND, DELHI & NORTH EAST ON CONTRACT BASIS THROUGH OUTSOURCING PROVIDING OF SKILLED MANPOWER**”.

6. **Earnest Money**

An Earnest Money Deposit (EMD) of **Rs.20,000/-** (Rupees twenty thousand only) each of three places, refundable (without interest), should necessarily be accompanied with the technical bid of the tender in the form of Demand Draft drawn in favour of “**BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD**”, Patna payable at Patna, failing which the tender application shall be out rightly rejected. The EMD of successful bidders shall be retained and a part of security deposit

7. **EMD may be forfeited**

- If a bidder withdraws its bid during the period of bid validity.
- In case of a successful bidder, if the bidder fails to sign the contract

8. **Performance Bank guarantee as Security Deposit**

As a guarantee towards due performance and compliance of the contract work, the successful bidder (Firm/company) will deposit 2% of work value towards Security Deposit by way of demand draft / bank Guarantee in favour of BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD, PATNA” drawn on any Nationalized Bank / Scheduled Bank and payable at Patna Bank Guarantee Bond of a scheduled bank in the prescribed format is also acceptable in this regard.

9. The conditional bids shall not be considered and will be out rightly rejected in very first instance.

10. All entries and pages in the tender form should be legible and filled clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate

sheet duly signed by the ~~authorized signatory to be attached~~ ~~Not overwriting or cutting~~ is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.

However, the cuttings, if any, in the Technical Bid Application must be initialled by the person authorized to sign the tender.

11. The competent authority reserves the right to reject all bids / terminate the tender process without assigning any reason thereof.

12. Joint Venture/ Consortium/ Sub Contracts are not allowed.

13. **DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL BIDDER BEFORE SIGNING OF AGREEMENT AND BEFORE DEPLOYMENT OF MANPOWER:**

1. Manpower to be deployment to COMFED unit Bihar-jharkhand, Delhi & North East as per requirement containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons.
3. Any other document / information considered to be relevant.

**14. Payment Procedure**

- The successful bidders first make payments to all deployed manpower in his/her bank account and then submit the bill for reimbursement .
- The deposit of all statutory challan like ESI, EPF, GST shall be deposited with Next bill for reimbursement
- 

15. The salary of the above category of person shall be as below:-

SL no.	Particulars	First classes	2 <sup>nd</sup> class	3 <sup>rd</sup> class
1	salary	6500	11500	26500
2	Incentive	2000	4000	4000
3	Conveyance Allowance	1000	2000	4000
4	Mobile charges	500	500	500
	Total	10000	18000	35000

- a) The conveyance allowance shall be paid to those employee who work in the field/Market
- b) The eligibility criteria

**(A) Selection Procedure**

In calculation of Technical Bid only 75 marks on following and 25 marks for financial performance shall be awarded on following grounds:-

**1. 75 marks shall be defined in the following :-**

- a) If the turn over of the business runs on following basis:-
 

○ 05-10 crore	0marks
○ 10-11 crore	05 marks
● 51-100 crore	-10marks
● 101-150crore	-15 marks
● 151 & above	-20 marks
- b) If the agency works in Govt. Company the marks shall be allotted accordingly
 

● 03-05 years	00 marks
● 05–10 years .....	10 marks
● 11–20 years	15 marks
● 21–25 years .....	20 marks
- c) Those having Experience in FMCG will marked for 05 marks
- d) Each company has to display a presentation before Committee and for this presentation the committee will marks maximum 30 marks for presentation. 30 marks

**2. 25 marks shall be defined in the following :-**

25x LP/QP where as  
 LP= Lowest quoted total Price  
 QP= Quotted total Price of the firm

**(B) Minimum Eligibility:**

The firm/ company (manpower service provider) should fulfill the following technical Qualifications to participate in the tender process: Absent of the following documents will be treated as Non-responsive.

1. The bidder must be a Company/firm registered in India and be in business for at least three years in India as on last date of submission of bid. The document Certificate of incorporation may be attached.
2. The bidder must be registered with GST, EPF, ESI, PAN and up-to-date IT return for last three years as on 31.03.2018.
3. The cost of the form is Rs.1000 /- The tender form can be download from Comfed Website. A separate draft for cost of tender form shall be attached with technical bid along with EMD .

The bidder shall furnish the following Self attested Document to establish the bidder's eligibility:-

- **Copy of GST / EPF/ESI registration and latest challan deposit proof**
  - **Copy of last three Financial years audited statement for 2015-2016, 2016-2017, 2017-2018**
  - **Copy of PAN Card of tenderer**
  - **Undertaking that firm is not debarred / blacklisted by Government or any other company.**
4. Average Annual Turnover during last three financial years (as per the last published Balance sheets). Copy of the Audited Balance sheet and Profit & Loss Account to be attached. Provisional audit certificate will not be considered.

Financial Year	Turn Over Amount (Rs.in Lakh)	Remarks, if any
2015-16		
2016-17		
2017-18		

5. The bidder must have successfully completed similar assignments of only government /PSU during last three years as on last day of submission of bid as one similar assignment providing minimum 50 persons per contract. it means the assignment must be relevant to supply of Office staff, peons , sweeper, Cleaner , Data Entry operator , Jr. sales exe etc. Work order mentioning details of order and amount of claim are to be attached in the prescribed format.
6. Affidavit by the authorized signatory of the bidder that the bidder has not been blacklisted by any Central / State Government (Central/State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices must be submitted on original letter head of the bidder with signature and stamp.
7. The Bidder must have furnished the EMD of Rs.60000/- (Rupees sixty thousand only) for three places or 20000/- for each place In shape of Demand Draft.
7. Average Annual Turnover during last three financial years (as per the last published Balance sheets). Copy of the Audited Balance sheet and Profit & Loss Account to be attached. Provisional audit certificate will not be considered.

Financial Year	Turn Over Amount (Rs.in Lakh)	Remarks, if any
2015-16		
2016-17		
2017-18		

XXXXXX

## Section - II

### TECHNICAL REQUIREMENTS FOR THE MANPOWER SERVICE PROVIDER

The firm/ company (manpower service provider) should fulfill the following technical Qualifications to participate in the tender process: Absent of the following documents will be treated as Non-responsive.

Sl No	Eligibility Criteria	Y/N	Supporting Documents to be selected along with Technical Bid
1	The bidder must be a Company/firm registered in india and be in business for at least three years in India as on last date of submission of bid. The document Certificate of incorporation may be attached		
	The bidder must be registered with GST, EPF, ESI, PAN Copy of EPF/ESI and latest challan deposit proof with latest ECR proof (Copy attached )		
	The cost of the form is Rs.1000 /- The tender form can be download from Comfed Webside. A separate draft for cost of tender form shall be attached with technical bid along with EMD of Rs.60000/- (Rupees sixty thousand only) for three places or 20000/- for each place In shape of Demand Draft		
	Copy of GST registration and latest challan deposit proof		
	Copy of last three Financial years Profit & loss account and Balance sheet audited statement for <b>Turnover</b> <b>Amount in lacks</b> 2015-2016 2016-2017 2017-2018		
	Affidavit by the authorized signatory that firm is not debarred / blacklisted by Government or any other company		
	The bidder must have successfully completed similar assignments of only government /PSU during last three years as on last day of submission of bid as one similar assignment providing minimum 50 persons per contract. it means the assignment must be relevant to supply of Office staff, peons , sweeper, Cleaner , Data Entry operator , Jr. sales exe etc. Work order mentioning details of order and amount of claim are to be attached in the prescribed format.		Brief details of Po with Client name

**Signature of the Authorised Representative**

**Name:**

**Date:**

**Seal:**

## Section - III

### APPLICATION: TECHNICAL BID

#### Providing Manpower Services to

COMFED, Dairy Development Complex; Post :- B.V.College, Patna-800014  
Phone No. - 0612-2228953,2220387, 2224083; Fax – 0612 -2228306Web :-  
[www.sudha.coop](http://www.sudha.coop) Email:-COMFED.patna@gmail.com.

1. Name of Tendering Manpower Service Provider:\_\_\_\_\_.
2. Details of Earnest Money Deposit:DD No.\_\_\_\_\_ date\_\_\_\_\_ of Rs.  
\_\_\_\_\_ drawn on Bank \_\_\_\_\_.

3. A) Name of Tenderer:  
B) Constitution of the tender ( Private/Public Ltd/ Proprieter etc  
\_\_\_\_\_.

4. Full Address of Registered Head Office: (also to be assigned for this work)  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. : \_\_\_\_\_ Fax No.:\_\_\_\_\_

E-Mail Address : \_\_\_\_\_

5. Full Address of office / Branch Office:  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. : \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-Mail Address : \_\_\_\_\_

6. Name & Telephone No. of Authorized Officer /  
Person to liaise with Field Office (s): \_\_\_\_\_



7. Banker of Manpower Service Provider (Attach certified copy of statement of A/c for the last Three years):

Telephone Number of Banker:- \_\_\_\_\_

8. PAN/ GIR No. (Attach attested copy): \_\_\_\_\_

9. GST Registration No. (Attach attested copy): \_\_\_\_\_

10. E.P.F. Registration No. (Attach attested copy): \_\_\_\_\_

11. E.S.I. Registration No. (Attach attested copy): \_\_\_\_\_

12. Please submit an undertaking that no case is pending in court of Law against the Proprietor/firm/partner or the Company (Firm/company). In addition to the undertaking, the firm shall also produce certificate/verification from local police station. Indicate any convictions if any in the past against the Company/firm/partner.

13. Financial Turnover of the tendering Manpower Service Provider for the below mentioned Financial Years on similar contract:

Financial Year	Amount (in lakhs)	Remarks, if any
2015-16		
2016-17		
2017-18		

14. Additional information, if any (Attach Separate Sheet if space provided)

15. Give details of the similar contracts handled by the tendering Manpower Service Provider during the last three years as on last date of submission of bid in the following format.

(if the space provided is insufficient, a Separate Sheet may be attached)

SI No	Name of Client address Telephone & Fax No	Manpower Service Provided		Amount of contract (Rs. In lakhs)	Original Duration of Contract		The contract Whether Completed or on going	Remarks Contract extended ? Any disputes aroused
		Type of manpower provided	No.of staff engaged engaged		From	To		

Date:

Signature of Authorized Person

Place:

Name:

Seal :

### DECLARATION

1. I, Shri

Son/Daughter/Wife of Shri.

,

Proprietor/ Director, Competent to sign

this declaration and execute this tender Document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them. The information / documents furnished along with the tender application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my I our tender at any stage besides liabilities towards prosecution under appropriate law.

### Signature of the Authorised Representative

Name:

Seal:

Date:

Place:

## FINANCIAL BID

### Providing Manpower Services to

**Bihar State Milk Co-operative Federation Ltd., COMFED Dairy Development Complex; Post :-  
B.V.College, Patna-800014 , Phone No. - 0612-2228953,2220387, 2224083; Fax –  
0612 -2228306 Web :- [www.sudha.coop](http://www.sudha.coop) Email:-COMFED.patna@gmail.com.**

1. Name of the tendering manpower Service Provider :-

S.No.	Post	Number of personnel's require for Bihar-Jharkhand	Number of person nel's require for			Commission Charges including for all or separate places.		
			Delhi	Gawahti		Bihar - Jharkhand	Delh	Gawahti
1.	Messenger/Office Astt/ Jr. Sales Man/Driver (Light Motor vechile) and any other as directed	2	9	9				
2.	Sales Man/Assistant/Computer operator/Driver (Heavy Motor Vechile) Jr. Procurement Astt.	26	12	12				
3.	All types of Executive ( Products/Mktg/Dairy/ Engg/ Store/ Quality/ Accounts / Establishment & others	02	02	01				
	<b>Total</b>	30	23	22				

**(The above rates are Exclusive of CPF Employee Contribution & ESI. Commission shall be calculated on paid salary . The GST shall be charged extra.**

**Note:-**

- The salary of the persons shall be in the range mentioned above per month plus travelling allowance as per comfed norms per month plus mobile charges maximum Rs. 500/- per month or CUG.
- Agency charges on above @.....Or for different places .....percentage be in the i.e. Rs.....(Rupees .....) per month (Variable as per attendance and payment of manpower deputed). Applicable Taxes and duties may be shown separately.
- Depending upon number of person and type of manpower provided, computation of actual Payment will be made under each place based on their attendance.
- The Agency charges for providing manpower will be based on actual payments of wages variable as per attendance of manpower.

**Declaration by the Bidder:**

This is to certify that I/We before signing this tender have read and fully understood all the terms & conditions contained herein and undertake myself/ourselves to abide by them.

Note:

No other charges would be payable by COMFED.

There would be no increase in rates during the Contract period.

Place :..... ( Signature of Bidder with seal)

Date..... Name:

Seal :

Address

Phone No(o):Fax No.(o):E-mail:

## **About the COMFED:-**

Bihar State Milk Co-operative Federation Ltd. (COMFED) was established since thirty three years ago on 18<sup>th</sup> April 1983. Dairy development activities started in right earnest on “Anand” pattern after COMFED came into existence. Initial years were difficult for COMFED. The dairy plants were not in good condition and there were unrest among the staff absorbed in the service of COMFED. But with better management practices the organization stood up on its own ambition started giving positive result under SUDHA Brand. This is one of the reasons why the organization has grown silently, slowly and steadily to its present state.

## **General Information relating to Submission of Bids**

1. The initial period of contract shall be for 12 months that may be extended by three years, one year at a time depending on performance of the Firm/company and the satisfaction at the discretion of the Managing Director ,COMFED.
2. The interested firms/companies are required to submit the technical bid and financial bid in sealed cover separately. The bids in Sealed Cover-I containing “Technical Bid” and Sealed Cover-II containing “Financial Bid” should be placed in a third sealed cover super scribed “**HIRING OF MANPOWER SERVICE PROVIDER FOR PROVIDING SERVICE OF DIFFERENT PERSONNEL FOR MARKETING OF SUDHA BRAND UHT MILK & LONG SHELF LIFE PRODUCTS IN BIHAR-JHARKHAND, DELHI & GAWAHATI ON CONTRACT BASIS**”. This should reach at the office of “COMFED Dairy Development Complex; Post :- B.V.College, Patna-800014. Tender will be opened in presence of the bidders or their authorized representative who chooses to remain present.
3. All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions.
4. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid application must be signed by the person authorized to sign the tender bids.

## **GENERAL TERMS AND CONDITIONS OF THE AGREEMENT**

1. Currently, the agency will provide the manpower as per demand for COMFED unit Bihar-Jharkhand, Delhi & North East.
2. The Agreement shall automatically be expired unless extended further by the mutual consent of the Manpower Service Provider and the COMFED, Patna.
3. COMFED Office at present has tentative requirement to be deployed by the manpower service provider. The requirement of the authority may further increase or decrease marginally, during the period of initial contract and the qualified bidder would have to provide additional manpower services, if required, on the same terms and conditions.
4. The COMFED, Patna reserves the right to terminate the Agreement during initial period after giving **30 days notice** to the Manpower Service Provider if any violation of Agreement.

5. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The COMFED, Patna shall, in no way be responsible for settlement of such issues whatsoever. In case of grievances of the deployed person are not attended to by the manpower Service Provider, the deployed person can place their grievance before an appropriate authority of COMFED, Patna.
6. The COMFED, shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
7. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the contract period or after expiry.
8. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of Rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the manpower Service provider.
9. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Bihar State Milk Co-operative Federation Ltd, Patna any other authority under Law.
10. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
11. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
12. In case any of the proposed personnel are found to be not performing or not meeting the expectations of the COMFED, the Man power service provider shall find a replacement for the personnel. Incharge /officials of COMFED, will evaluate the replacement profile and indicate the acceptance / rejection of the profile.
13. **EMD & Security Deposit**
  - A) The bidder shall pay Earnest Money Deposit (EMD) of Rs 20000/- (Rupees twenty thousand) only, along with the Technical Bid and Financial Bid by Demand Draft in favour of "BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD, Patna, Payable at Patna" drawn on any Nationalized Bank / Scheduled Bank and payable at Patna. Bids received without (EMD) shall stand rejected and thus shall not be considered for evaluation etc. at any stage.
  - B) The bid amount (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
  - C) As a guarantee towards due performance and compliance of the contract work, the successful bidder (Firm/company) will deposit an amount of 10% of total value of work order towards Security Deposit by way of demand draft / bank Guarantee in favour of BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD, PATNA" drawn on any Nationalized Bank / Scheduled Bank and payable at Patna Bank Guarantee Bond of a scheduled bank in the prescribed format is also acceptable in this regard.
  - D) The Security deposit of successful firm/company has to be deposited within 15 (fifteen) days after the issue of Letter of Award of Work, else (EMD) shall be forfeited unless time extension has been granted by the COMFED.

- E) An agreement will have to be executed by agency before commencement of the work along with submission of security deposit.
- F) The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms & conditions of the Agreement.
14. Imposition of penalty in case of fraud/ default outsourced manpower provided by agency , legal action will also be taken against the agency and responsible outsourced person.
15. To assist in the analysis, evaluation and computation of the bids, the Competent Authority, may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
16. After evaluation, the work shall be awarded normally to the Firm/company fulfilling all the conditions and who has quoted the lowest rate (inclusive for all categories) after complying with the all the Acts / provisions stated / referred to for adherence in the tender. In case two or more firm/company are found to have quoted the same rates, the Managing Director, COMFED shall decide about the Firm/company to which the offer shall be granted based on the report on the past performance of the bidders and length of experience etc. Such decision by such authority shall be final.
17. Managing Director, COMFED, shall have the power to select on the same rate any of the willing firm/company(ies) found to have quoted the same rates, in case, the firm/company with lowest rate at any stage after award of contract fails to perform successfully / satisfactorily.
18. COMFED reserves the right to accept or reject any or all bids without assigning any reasons. It also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
19. Canvassing in any form is strictly prohibited and the renderers who are found canvassing are liable to have their tenders rejected out rightly.
20. The period of the contract may be extended for three years, one year at a time after the successful /satisfactory completion of initial contract & based on the manpower requirement at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of the manpower deployed by the selected Company / Firm /proprietorship/partner/joint venture. This office, however, reserves right to terminate the contract without assigning any reason thereof at any time after giving 30 days notice to the selected service providing Company / Firm.
21. The bid shall be valid and open for acceptance of the competent authority for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by successful bidder shall be entertained.
22. **Other Terms and Conditions:**
1. The services and provisions for the required manpower shall be provided after award of tender to the bidder.
  2. The Firm/company shall ensure fulfilment of qualifications (academic/professional), skills, experience, age limit and other engagement conditions. The Firm/company will get their antecedents, character, conduct and medical health suitability verified.
  3. The full particulars of the personnel to be deployed by the Firm/company including their names & addresses shall be furnished to the Incharge, COMFED unit Bihar-jharkhand, Delhi & Gawahati along with testimonials before they are actually deployed for the job.

4. The Firm/company shall not deploy or shall discontinue deploying the person(s), if so desired by the COMFED, at any time without assigning any reason whatsoever.
5. The representative of Firm/company shall be In-charge of the manpower system and shall be responsible for the efficient rendering of the service under the contract. The representative will ensure proper conduct by the deployed personnel and prohibition of alcoholic / any form of tobacco consumption etc. The personnel shall work under directives and guidance of the official so authorized and will be answerable to the Incharge, COMFED Bihar-jharkhand, Delhi & Gawahati. This will, however, not diminish in any way, the Firm/company's responsibility under the contract to the COMFED.
6. The representative will also maintain the muster roll, the wages / payment register and other documents as provided in the Contract Labour Act. The Firm/company shall provide necessary undertaking and documentary evidence in this regard.
7. The Firm/company shall ensure that any replacement of the personnel, as required by the Incharge, COMFED Branch Office Guwahati for any reason specified or otherwise, shall be effected promptly without any additional cost to the COMFED. If the firm/company wishes to replace any of the personnel, the same shall be done with prior concurrence of the COMFED at Firm/company's own cost.
8. The Firm/company shall provide Photo Identity Cards to its personnel deployed under COMFED , unit Bihar-jharkhand, Delhi & North East at its own cost and ensure that these cards are to be constantly displayed, maintained in good condition and their loss should be reported immediately.
9. The Firm/company shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the Federation.
10. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the COMFED and its unit. Proposals for efficient functioning shall be discussed, considered and implemented from time to time by the firm/company with approval of Managing Director, COMFED.
11. The Firm/company shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at COMFED or for any accident caused to them and the COMFED shall not be liable to bear any expense in this regard. The Firm/company shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the COMFED for whatever reason. The Firm/company shall also be responsible for the insurance of its personnel. The Firm/company shall specifically ensure compliance of various Laws / Acts, including but not limited to with the following and their re-enactments / amendments / modifications:-
  - (a) The Payment of Wages Act 1936
  - (b) The Employees Provident Fund & MP Act, 1952
  - (c) The Contract Labour (Regulation) Act, 1970
  - (d) The Payment of Bonus Act, 1965
  - (e) The Payment of Gratuity Act, 1972
  - (f) The Employees State Insurance Act, 1948
  - (g) The Employment of Children Act, 1938
  - (h) The Motor Vehicle Act, 1988
  - (i) Minimum Wages Act, 1948
12. In case of any theft or pilferages, loss or other offences, the firm/company will investigate and submit a report to the unit Incharge, and maintain liaison with the police. FIR will be lodged by Competent Authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
13. The firm/company shall ensure that staff appointed by them is fully loyal-to and assist the officers/ employee of COMFED



14. One day rest in a week shall be provided by firm/company to its employees.

1. The COMFED shall pay the agreed amount of monthly bill (in duplicate) for the amount due towards services rendered during the preceding month by the 10th day of the instant month along with attendance sheet and pay register, satisfactory performance certificate duly verified and other requisites. No other charges of any kind shall be payable. No advance payment shall be made to the Firm/company. There would be no increase in rates payable to the Firm/company during the Contract period except reimbursement of the statutory wages revised by Government if necessary. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
2. The Firm/company shall be solely liable for all payment/dues of the personnel deployed by clearly specifying the deductions on account of EPF, ESI and other statutory obligations etc. The Firm/company shall fully indemnify COMFED against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in the COMFED. Any complaint towards non-payment of wages, other liabilities, and statutory obligations will lead to immediate termination of contract with penalty.
3. The decision of the Managing Director, COMFED in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Firm/company.
4. In case of any dispute between the Firm/company and the client, Managing Director, COMFED shall have the power to decide. However all matters of jurisdiction shall be at the local courts located at Patna.
5. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to Arbitration by a Sole Arbitrator to be appointed by Managing Director, COMFED with consent of parties,. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.
6. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
7. The service provider shall disburse the wages/salaries to its staff deployed every month through ECS or by cheque and shall furnish a consolidated statement of such deposit along with his claim of reimbursement. The service provider shall ensure that all staff deployed has valid bank account and same is to be communicated to the COMFED.
8. **Firm/company must provide list of minimum 4 candidates for each area, from these candidates COMFED office will choose one candidate based on his assessment.**

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**SELF-DECLARATION BY THE SERVICE PROVIDER FOR NO BLACKLISTING**

Bihar State Milk Co-operative Federation Ltd  
Dairy Development Complex,  
B.V. College,  
Patna-800014

Dear Sir/Madam,

**Ref: Tender for Selection of Man Power Service Provider for Bihar State Milk Co-operative Federation Ltd, COMFED.**

In response to the Tender Document for Selection of Manpower Service Provider for Bihar State Milk Co-operative Federation Ltd, COMFED Bihar-jharkhand, Delhi & Gawahati, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm \_\_\_\_\_ is not blacklisted/debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled

Thanking you,

Yours faithfully,

Place:  
Signatures\_\_\_\_\_

Date:  
Name\_\_\_\_\_

Seal of the Organization\_\_\_\_\_