

# West Bengal Co-operative Milk Producers' Federation Ltd.

LB-2, Sector-III, Salt Lake City, Kolkata-700106.

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## **SET OF TENDER DOCUMENTS (ON LINE)**

**e-Tender No. WBARD/WBMF/MANPOWER/NIT-01/10/10(QA)/2021-22**

**Dated: 24-03-2022**

*Each set contains:*

- 1. NOTICE INVITING e-TENDER.**
- 2. CHECK LIST IN PRESCRIBED FORMAT.**
- 3. TERMS & CONDITIONS FOR SUBMISSION OF e-TENDER. (Section C)**
- 4. APPLICATION FORMAT (Annexure - I).**
- 5. SELF DECLARATION (Annexure - II).**
- 6. AFFIDAVIT [To be furnished in a Ten Rupees Non-Judicial Stamp Paper duly Certified by Notary Public, (Annexure-III).**
- 7. EXPERIENCE PROFILE (Annexure - IV)**
- 8. TENTATIVE NUMBER OF REQUIRED MANPOWER (Annexure - V)**
- 9. ELEGIBILITY CRITERIA FOR ENGAGEMENT OF PERSONNEL THROUGH PLACEMENT AGENCY (Annexure - VI)**
- 10. JOB DESCRIPTION: Engagement of Placement Agency for Contractual Manpower at Federation office at LB-2, Sector - III, Salt Lake City, Kolkata - 700106.**

**LAST DATE FOR SUBMISSION OF e-TENDER (ON LINE): 30-03-2022 (5.00pm)**

*Managing Director*  
West Bengal Co-operative Milk  
Producers' Federation Ltd.

**The rate must be exclusive of GST,**

## NOTICE INVITING e-TENDER

Notice Inviting e-Tender No. WBARD/WBMF/MANPOWER/NIT-01/10/10(QA)/2021-22

Dated: 24-03-2022

of The Managing Director, West Bengal Cooperative Milk Producers' Federation Limited  
invites e-tender for the work detailed in the table below.  
(Submission of Bid through online)

List of Work to be undertaken:

Sl. No.	Name of the Item	Estimated Amount ( Per Month) (₹)	Earnest Money (₹)	Period of engagement	Eligibility of Bidder
1	Engagement of Placement Agency for Contractual Manpower at Federation office at LB-2, Sector – III, Salt Lake City, Kolkata – 700 106	<b>₹ 85,000.00.00</b> (Rupees eighty five thousand ) only	₹ 1000.00 in favour of the “West Bengal Cooperative Milk Producers’ Federation Limited Payable at Kolkata.	<b>Two years</b>	Registered/Well established Manpower Service Provider/ Agency of West Bengal having sufficient experience of providing manpower of minimum 20 (Twenty) heads in a single contract during last 3(three) years to the State/Central Govt. Office/ Semi Govt./ Govt. Undertaking/ Autonomous body

1. The Managing Director, West Bengal Cooperative Milk Producers' Federation Limited invites e-Tender from reputed, financial sound and resourceful for Bonafied Experienced Government Registered Manpower Agencies for the work of “Engagement of Manpower personnel on contract basis of different categories for different office work under the establishment of **West Bengal Cooperative Milk Producers’ Federation Limited, Head Quarter** under the control of the The Managing Director, West Bengal Cooperative Milk Producers' Federation Limited (For Details please refer Annexure-I enclosed herewith).

### 2. Tender/Quotation Documents:

- 2.1 Any Bidder willing to take part in the process of e-tender will have to be enrolled & registered with the Government e-Procurement system; through logging on to <http://wbtenders.gov.in> using the option—Click here to Enroll. Possession of a Valid Class-II or Class-III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this website. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the website <http://wbtenders.gov.in> under the link—Information about DSC.
- 2.2 Intending Bidders can search and download NIT and other tender documents electronically by logging on to the website <http://wbtenders.gov.in>, using his Digital Signature Certificate (DSC). This is the only mode of collection of tender documents.

- 2.3 A prospective bidder shall be allowed to participate in the job and the prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Eligibility criteria for participation in tender' before bidding.

### **3. Eligibility Criteria for Participation in Tender/Quotation:**

3.1 **Intending Participants (Proprietorship Firm)** shall have to upload the application in the prescribed format attached with this NIT along with Declaration in statutory cover. In Non-Statutory cover, scanned copies of Pan Card, ITR/AY: 2020-21, GST Registration Certificate, Audit report (2018-19, 2019-20, 2020-21) and valid Trade License, Proprietorship firm, if name of the firm not identical with the Legal name of the Owner/Proprietor, have to elucidate the sovereignty of the firm in terms of an Notarized Affidavit.

3.2 **Intending Participants (Partnership Firm)** shall have to upload the application in the prescribed format attached with this NIT along with Declaration in statutory cover. In Non-Statutory cover, scanned copies of Pan Card, ITR/AY: 2020-21, GST Registration Certificate, Audit report (2018-19, 2019-20, 2020-21) and valid Trade License, Registered/Notarized Partnership Deed (Notarized Deed should be accompanied with Copy of Form No. VIII and/or Memorandum of Registration, duly issued by the Registrar of Firms, West Bengal having their registered office at P-15 India- Exchange Place, Todi-Mansion, 10th Floor, Kolkata-700001 i.e. Firm Registration copy.) & Registered Power of Attorney should be uploaded.

3.3 **Intending Participants (Company/ Limited/ Pvt. Limited)** shall have to upload the application in the prescribed format attached with this NIT along with Declaration in statutory cover. In Non-Statutory cover, scanned copies of Pan Card, ITR/AY: 2020-21, GST Registration Certificate, Audit report (2018-19, 2019-20, 2020-21) and valid Trade License, Company/ Limited/ Pvt. Limited valid Company Registration Certificate and/or the Article of Association and Memorandum duly Notarized & Registered Power of Attorney, should be uploaded.

3.4 **Intending Participants** shall have to upload the following Documents for participate in the tender/quotation in addition to as stated above.

- i. Valid Registration Certificate for providing Manpower Personnel in West Bengal, issued by the Home Department, Govt. of West Bengal.
- ii. Valid License for providing Manpower Personnel in West Bengal, issued by the Home Department, Govt. of West Bengal.
- iii. Valid Labour Registration Certificate, issued by the Competent Authority.
- iv. Certificate of revolving line of credit by the Bank (if any).
- v. Valid E.S.I. Registration Certificate, issued by the Competent Authority.
- vi. Valid E.P.F. Registration Certificate, issued by the Competent Authority.
- vii. Valid G.S.T. Registration Certificate/Challan, issued by the Competent Authority.
- viii. The Bidders should have a valid ISO certification.
- ix. The turnover of the service provider for the years 2018-19, 2019-20, 2020-21 should have to be in the tune of ₹ 50.00 (Fifty) Lakh per year. Service provider will submit their audited balance sheet of those years.

x.

**Credentials:**

The Intending Participants, registered more than 3 years before the date of issue of this NIT, are eligible to apply.
The prospective bidders shall have satisfactorily completed as a prime agency, executing of the similar nature of work in last 3 (three) years. Registered Bonafied & Resourceful bidders must have to produce sufficient credential of executing of the similar nature of work in last 3 (three) years.
The Intending Participants should have a credential of deploying minimum of 20 manpower in a single contract during last 3 (three) years. on their pay roll & deployed in different places in West Bengal. Authentic evidence in support of the same should be uploaded.
Authentic Documents in support of Providing Manpower Personnel on contract basis of different categories of office work in the different Government establishment of Govt. of India/ State Govt./ Zilla Parishad/ Central or State Govt. Undertaken firms/Statutory Bodies constituted under the statute of Central or State Govt. etc. in the shape of completion certificate with specific Tender No. from appropriate authority.
Audited Final Accounts have to be submitted in proper format as applicable.

xi. **Declaration:**

Neither prospective bidders nor any of constituent partner had been black listed or debarred to participate in tender by any Government/Authority in last 5 (five) years from the date of issue of this NIT. Such debarment will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders as per prescribed format vide Form-Y (To be furnished in Non-Judicial Stamp paper of ₹ 10/- duly notarized) without which the Technical Bid shall be treated non-responsive. Technical Bid shall be treated as non-responsive if anything adverse has come to the notice of the tender inviting authority against the Firm/Agency/bidder so far as his performance within the jurisdiction of the concerned circle.

xii. All Bidders should have to upload only their requisite documents as stated in clause No. 3 of this NIT.

**4. Earnest Money:**

4.1 The Bidder has to make payment of pre-defined Earnest Money against the each work for which they applied, by selecting either of the following payments modes:

i.	Axis Bank Shyambazar Branch, Kolkata
ii.	RTGS/NEFT in case of offline payment through Bank Account to Axis Bank, Shyambazar Branch

4.2 The process of deposit of earnest money through offline instruments like Bank Draft, Pay Order etc. has been stopped for e-procurement w.e.f. 01/09/16 as per Finance Department Order No. 3975-F(Y) dated 28th July, 2016. Necessary Earnest Money has to be deposited by the bidder electronically: online-through his net banking enabled bank account, maintained at any bank or: offline-through any bank by generating NEFT/RTGS challan from the e-tendering portal. Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account No., Pre-defined Amount as mentioned in the NIT/NIQ against each work, Beneficiary Bank

name (Axis Bank) & IFSC Code and e-procurement Reference No. and Intending bidder who wants to transfer EMD through NEFT /RTGS must read and follow the instructions of the pre-filled Challan generated from e-Procurement site for payment of the EMD. Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires time for Processing of Payment of EMD. [Detail procedure is furnished in Clause-4.3].

#### **4.3 Earnest Money Payment procedure as per Finance Department Order No. 3975-F(Y) Dt. 28/07/16:**

##### **I. Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway:**

- a) On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.
- b) Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.
- c) Bidder will receive a confirmation message regarding success/failure of the transaction.
- d) If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government/ PSU/ Autonomous Body/ Local Body/ PRIs etc maintained with the Focal Point Branch of ICICI Bank at R. N. Mukherjee Road, Kolkata for collection of EMD/ Tender Fees.
- e) If the transaction is failure, the bidder will again try for payment by going back to the first step.

##### **II. Payment through RTGS/NEFT:**

- a) On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a prefilled Challan having the details to process RTGS/NEFT transaction.
- b) The bidder will print the Challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.
- c) Once payment is made, the bidder will come back to the e-Procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.
- d) If verification is successful, the fund will get credited to the respective Pooling account of the State Government/PSU/Autonomous Body/Local Body/PRIs etc. maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
- e) Hereafter, the bidder will go to e-Procurement portal for submission of his bid.
- f) But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

#### **4.4 Earnest Money Refund/Settlement Process:**

- a) The EMD of the bidders disqualified at the technical evaluation will be refunded through an automated process to the respective bidders' bank accounts from which they made the payment transaction.
- b) 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.

c) 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.

d) As soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal, EMD of the L1 bidder will automatically get transferred from the Pooling account to the respective linked bank account of the West Bengal Cooperative Milk Producers Federation Limited along with the bank particulars of the L1 bidder. All refunds will be made to the Bank Account from which they made the payment of EMD was initiated.

## **5. Submission of Tenders/Quotation:**

### **5.1 General Process of Submission:**

Tenders are to be submitted online through the website stated in Clause-2, in two folders, at a time for each work, one is Technical Proposal and the other is Financial Proposal, before the prescribed date and time mentioned under Clause-6. Using the Digital Signature Certificate (DSC), the documents are to be uploaded virus scanned and digitally signed. The documents will get encrypted (transformed into non-readable formats). Uploaded documents should be comprehensible.

### **5.2 Technical Proposal:**

The Technical Proposal should contain scanned copies (self-attested) of the following in further two covers (folders). In order to keep the uploaded file sizes minimum, scanning of the photocopy of the documents is desirable for each work.

#### **i. Statutory/ Technical file Cover Containing:**

- a) Application duly signed in Letter Head Pad, (Format as per Annexure-I).
- b) Self-declaration of the Tenderer furnished in Non-Judicial Stamp paper of ₹ 10/- duly notarized. (Annexure-II).
- c) ANNEXURE-III (To be furnished in Non-Judicial Stamp paper of ₹ 10/- duly notarized)
- d) The Rate will be quoted in the B.O.Q. Quoted rate will be encrypted in the B.O.Q. under Financial Bid.

#### **Note:**

- a) Only downloaded copies of the documents mentioned under Causes. 3.1, 3.2, 3.3 & 3.4 are to be uploaded, virus scanned and digitally signed by the Bidder. Any tampering, if found, is subject to punishable offence as per prevailing IT Act and also the Tender will be summarily rejected without any prejudice.
- b) Tenders will be summarily rejected if any item in the statutory cover is missing.

#### **ii. Non-Statutory Technical Cover Containing:**

Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Non Statutory Documents" to send the selected documents to Non-Statutory folder. Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	PAN card. IT-Saral for Assessment year 2020-21 EPF Registration Certificate ESI Registration Certificate GST certificate ISO Certificate Certificate of revolving line of credit by the Bank Licence for providing manpower from competent authority
B.	Company Detail(s)	Company Detail	Proprietorship Firm ( <i>Trade License</i> ) Partnership Firm ( <i>Partnership Deed, Trade License</i> ) Ltd. Company ( <i>Incorporation Certificate, Trade License</i> ) Society ( <i>Society Registration Copy, Trade License</i> )
C.	Credential	Credentials	The Service Provider Company should have at least three years' experience of providing manpower to various Government Organisations/ Public Sector Undertaking/ Autonomous Organizations of Govt. of India/ Govt. of West Bengal. Work order/Performance certificates issued by their clients should be attached along with list of clients
D.	Financial	Year	Detail(s)
		P/L and balance sheet 2018-19	Profit & Loss and Balance sheet (with Annexure and 3CD form in case of Tax Audit)
		P/L and balance sheet 2019-20	Profit & Loss and Balance sheet (with Annexure and 3CD form in case of Tax Audit)
		P/L and balance sheet 2020-21	Profit & Loss and Balance sheet (with Annexure and 3CD form in case of Tax Audit)

### 5.3 Financial Proposal:

The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ). **The estimated rate put to tender is the consolidated pay fixed by West Bengal Cooperative Milk Producers' Federation Limited excluding employer contribution towards EPF.** The Agency has to quote the Service Charge in percentage only in the space marked for quoting rate & name of the Firm through online in the BOQ for each work. The GST, as applicable, will be paid extra. Only down loaded copies of BOQ are to be uploaded, virus scanned and digitally signed by the Bidder. Any change and/or tampering in BOQ will not be accepted under any circumstances. Any tampering, if found, is subject to punishable offence as per prevailing IT Act and also the Tender will be summarily rejected without any prejudice.

### 5.4 Penalty for Suppression/Distortion off acts:

If any tenderer fails to produce the original hard copies of the documents uploaded or any other documents on demand of the Tender Inviting Authority within a specified time frame or if any deviation is detected in the hard copies from the uploaded softcopies or if there is any suppression or forged/ fabricated document found, the bidder will be suspended from participating in the tenders on e-Tender platform for a period as per norms. In addition, his Earnest Money Deposit will stand forfeited.

6. Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Time Schedule stated in Sl. No. 8.

7. The FINANCIAL OFFER of the prospective Bidder will be considered only if the TECHNICAL BID of the Bidder is found qualified by the 'Tender Evaluation Committee' formed by the The Managing Director, West Bengal Cooperative Milk Producers' Federation Limited. The decision of the 'Tender Evaluation Committee' will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the e-procurement portal.

#### 8. Date & Time Schedule:

Sl. No.	Particulars	Date
1	Date of uploading of N.I.T. & other Documents (online)	24-03-2022 at 2.30PM
2.	Documents (Publishing Date)	24-03-2022 at 3.30PM
3.	Documents download start date (Online)	24-03-2022 at 3.30PM
4.	Bid submission start date (On line)	24-03-2022 at 4.00PM
5.	Bid Submission closing (On line)	30-03-2022 at 5.00PM
6.	Bid opening date for Technical Proposals (Online)	04-04-2022 at 12.00PM onwards
7.	Date of uploading list for Technically Qualified Bidder (online)	To be informed later
8.	Date for opening of Financial Proposal (Online)	To be informed later
9.	Date of AOC	To be informed later

#### 9. Opening and Evaluation of Tender/Quotation:

##### 9.1 Bid Evaluation Committee:

- i. Evaluation Committee constituted by the Managing Director, West Bengal Cooperative Milk Producers' Federation Limited, will function as Evaluation Committee for selection of technically qualified Bidders.
- ii. Opening & evaluation of tender: If any Bidder is exempted from payment of EMD, copy of relevant Government Order needs to be furnished.

##### 9.2 Opening of Technical Proposal:

- i. Technical proposals will be opened by the Managing Director and/ or his authorized representative electronically from the website using their Digital Signature Certificate (DSC).
- ii. Intending Bidders may remain present at the venue stated above if they desire.
- iii. Cover (Folder) for Statutory Documents (vide Clause 5.2.i) will be opened first and if found in order, Cover (Folder) for Non-statutory Documents (vide Clause 5.2.ii) will be opened. If there is any deficiency in the Statutory & Non-Statutory Documents, the tender will summarily be rejected.
- iv. Decrypted (transformed into readable formats) documents of the Non statutory Cover will be downloaded, handed over to the Tender Evaluation Committee.
- v. Pursuant to scrutiny & decision after evaluation the summary list of eligible tenders & the serial number of work for which their proposal are considered will be uploaded in the web portals.



vi. While evaluation the tender inviting authority may summon the Bidders & seek clarification/ information or additional documents or original hardcopy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

### 9.3 Opening and Evaluation of Financial Proposal:

i. Financial proposals of the Bidders found technically eligible, will be opened electronically from the web portal by the Managing Director and/ or his authorized representative electronically from the website using their Digital Signature Certificate (DSC).

ii. The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ). The Bidder is to quote the rate (Presenting Above) online through computer in the space marked for quoting rate in the BOQ.

iii. The encrypted copies will be decrypted and the rates will be read out before to the Bidders remaining present at that time.

iv. After evaluation of Financial Proposal, the final summary result containing inter-alia, name of Bidders and the rates quoted by them against each work will be uploaded provided he is satisfied that the rates obtained are fair and reasonable and there is no scope of further lowering down of rate.

## 10. Acceptance of Tender:

Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any/or all the tenders, for valid reasons. **Abnormally LOW RATE of service charge quoted by the Bidder which prima facie appears infeasible may not be accepted.**

A tender once quoted shall remain valid for a period of 180 (One Hundred & Eighty) days from the last date of submission of tender.

11. All the bidders are requested to visit their site of corresponding works they applied for before quoting their rates.

12. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Tenders, no cost of bidding shall be reimbursable by the Federation The Federation reserves the right to reject any/all application for participating and to accept or reject any/all of for without assigning any reason what so ever and is not liable for any cost that might have incurred by any Bidder at the stage of Bidding.

13. No conditional tender /incomplete tender will be accepted. No Joint Venture firm will be entertained under any circumstances. No Mobilization Advance and Secured Advance will be allowed.

14. The Tender Documents shall consist of the following documents:
- a. NIT & Corrigenda (if any)
  - b. BOQ

15. If any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede former one in following sequence:
  - a. Technical bid
  - b. Financial bid
  - c. NIT & Corrigenda (if any)
16. The successful bidder shall have to submit the Security Deposit amounting **3,500.00/- (Rupees Three thousand five hundred only)** only during issuing of acceptance letter in the form of demand draft in favour of “West Bengal Cooperative Milk Producers’ Federation Limited” payable at Kolkata within 07 (seven) days from issue of the notice of acceptance of tender for execution of Formal Agreement. Failure to do so within the specified time, his contract will be liable to terminate with forfeiture of earnest money.
17. Payment for the executed works will be made as per the availability of fund and no claim what so ever will be entertained for any delay of payment, if any. Intending Bidders may consider this criterion while quoting the rates.
18. In case of any inadvertent typographical mistake found in the BOQ, the same shall be treated to be corrected as to conform to the prevailing relevant schedule of rates and /or technically sanctioned estimate.
19. Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person, either belonging to an appropriate cadre officer of the company or an authorized partner of a firm, having a registered power of attorney empowered by the Board or by the firm, shall invariably upload a copy of registered power of attorney showing clear authorization in his favour, to upload such tender. The power of attorney shall have to be registered in accordance with the provisions of the Registration Act, 1908.
20. If any date is specified in the N.I.T. falls on Holiday or any other occasion, declared holiday the corresponding dates will be considered/reckoned the next working day/days.
21. Bidder shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentice Act, 1961 and (c) minimum wages Act. 1948 of the notification there of or any other laws relating thereto and the rules made and order issued there under from time to time.
22. In case of Ascertaining Authority at any stage of tender process or execution of work necessary registered irrevocable power of attorney is to be produced.
23. All intending bidders are requested to be present in the office of the Chief Executive Officer West Bengal Cooperative Milk Producers’ Federation Ltd during opening of the Tender, to observe the tender opening procedure.
24. During the scrutiny at any stage of tender Procedure, if it come to the notice to tender inviting authority that the credential or any other documents found incorrect/ manufactured/ fabricated/ forged, that bidder would not allowed to participate in the tender and that application will be out rightly rejected without any prejudice and the Earnest Money deposited by the bidder will be forfeited by

the Tender Inviting Authority without assigning any reason thereof and legal action may be imposed. West Bengal Cooperative Milk Producers' Federation Limited reserves the right to cancel the NIT/NIQ due to unavoidable circumstances without assigning any reason and no claim in this respect will be entertained. Also if any Bidder with draws his/her/their bid without assigning any reasonable grounds within the Bid validity period, his/her/their EMD will be forfeited and legal action may be imposed as per norms.

25. In case if there be any objection regarding prequalifying the Agency that should be lodged to the West Bengal Cooperative Milk Producers' Federation Limited within 48 (forty eight) hours from the date of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the West Bengal Cooperative Milk Producers' Federation Limited
26. Before issuance of the Work Order, the tender inviting authority may verify the hard copy of credential and other documents of the lowest bidder if necessary. After verification if it is found that the documents submitted by the lowest bidder is either manufactured or false/fabricated in that case work order will not be issued in favour of the said bidder under any circumstances and the Earnest Money deposited by the bidder will be forfeited by the Tender Inviting Authority without assigning any reason thereof and legal action may be imposed as per norms.
27. Necessary deductions will be made as per relevant Government Order.

Sd/-  
Managing Director  
West Bengal Cooperative Milk Producers' Federation Limited

## SECTION - C

### **Terms and Conditions**

1. The Service Provider Company / firm/ Organisation / Agency should be registered under relevant Act (Hereinafter referred to as Service Provider) who are authorized for providing Manpower Service with the registered office at Kolkata.
2. The Service Provider should have at least three years' experience for providing manpower to various Government Organizations, Public Sector Undertaking and Autonomous Organizations of Govt. of India/ Govt. of West Bengal and other state. Performance certificates issued by their clients should be uploaded along with the list of clients.
3. The turnover of the Service Provider for the years 2018-19, 2019-20, 2020-21 should have to be in the tune of min. Rs 50.00 (Fifty) Lakhs in each year. Service Provider will submit their audited Balance Sheet of those years.
4. **The rate should be quoted in conformity with the rate so determined by the Govt. of West Bengal complying the provisions of the Minimum Wages Act, 1948 and under no circumstances the basic wages can be less than the Minimum Wages as notified by the Labour Department, Govt. of West Bengal during Tender tenure. The quoted rate should be including ESI, EPF, Service Tax etc. as applicable as per Govt. rules, orders etc.**
5. The successful Service Provider shall not assign, transfer, pledge or sub-contract or delegate the performance or services to any other company/ firm /society/body of association/individual etc. **without the prior written permission of the Federation.**
6. Criteria wise manpower requirement is attached in **Annexure-V** of this tender notice.
7. **The period of contract will initially be for a period of (2) Two years from the date of award of contract subject to periodical review of performance after every three months and the period may be curtailed or extended at the discretion of the Federation and the same may be made even after expiry of contract.**
8. **Whereas conditions of engagement of manpower so provided by the Service Provider regarding leave etc. will be guided by West Bengal Shops and Establishment Act, 1963.**
9. The Service Provider shall upload document showing Provident Fund Account No./ESI No. and other statutory documents in their name which are necessary for this type of business.
10. The Service Provider shall upload PAN, GST Registration Number, EPF Registration Number under Provident Fund Act, ESI Registration No. under ESI Act & Labour Welfare Fund Act in their firm's name.

11. The successful bidder should furnish the security deposit amounting **Rs. 3,500.00 (Three Thousand five hundred only)** only immediately after the award of contract and such deposit must be made within 7(seven) days of the contract which may be forfeited in event of delay / non supply /noncompliance or part compliance of the terms & conditions stated in this instrument /supply of manpower not possessing the skills as mentioned in the tender Annexure-I / the supply of manpower is delayed beyond the initial stipulated period of one week.
12. The Service Provider will verify, character antecedent of the persons so supplied by them and will also submit, Police records/criminal cases (if any) are pending and or contemplated against persons so supplied by them. The Service Provider will make adequate enquiries about the character and antecedents of the persons whom they are recommending. The Service Provider will also ensure that the personnel so deployed are physically fit and will keep in record a certificate of their medical fitness. The Service Provider will withdraw such persons who are not found suitable by the office for any reasons what so ever immediately on receipt of such request.
13. The Federation will not be held responsible for the claim arises out of ill health of the persons so provided by the Service Provider and/or any legal dispute arises out of any civil/criminal liability which happened/may happen during continuation of this agreement or in response to this NIT.
14. The Service Provider shall provide the Photo Identity Cards duly authenticated by the Appropriate Authority of the Service Provider. These cards are to be constantly displayed & in the event of its loss be reported immediately to the Appropriate Authority of Service Provider.
15. The personnel so provided by the Service Provider should be polite, cordial, positive, and efficient & prompt while handling the assigned work and their actions shall promote goodwill be enhance the image of this office. The Service Provider shall be responsible for any act and or omission or indiscipline on the part of persons so deployed by them. The Service Provider shall ensure proper conduct of his person in Federation office premises, and enforce prohibition of consumption of alcoholic drinks, smoking, loitering without work.
16. The Federation may request the Service Provider to take appropriate action which may include removal from the site of work and or removal from engagement under Federation or any other provision so requires to the person or persons, who may be found incompetent or for his/her/their misconduct and the service provider shall forthwith comply such requirements with a suitable replacement immediately. Service Provider shall provide a substitute well in advance if there is any probability of a person leaving the job due to his/her personal reasons what so ever. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider. If for any reason the personnel deployed by the Service Provider proceeds on absence, he/she should properly intimate the Controlling Officer and the Concerned Administration before such absence well in advance. In the event of Medical emergency the persons so provided by the service provider will inform either in written or through email indicating the probable No. of days he/she may remain absent, on the first day of such absence. The Service Provider shall provide substitute in case the absence exceeding 5 days.

17. Federation shall not be held liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel so provided by the service providers during their engagement hours under Federation
18. The personnel so provided by the Service Provider, shall not divulge or disclose to any person or in any way (this include social media also), any details of the office, operational process, technical know-how, security/manpower arrangements and administrative / organizational matters as all are of confidential/secret nature that may attract legal action.
19. That the persons so provided shall be above the age of 18 years but below 65 years and citizen of India and they will not interfere with the duties of the employees of the Federation and or the Officers / Staff working at Federation /or by deputation from the Government Department.
20. The persons so provided by the Service Provider shall not prefer any claim, any benefit/ compensation/ absorption/ regularization of services from this Federation. Necessary undertaking to that effect from the person will be required to be submitted by the Service Provider to this Federation.
21. That there will not be any “Master & Servant” relationship between Federation and the persons so provided by the Service Provider.
22. The Service Provider shall engage the necessary person as required by Federation Office from time to time. The said person engaged by the Service Provider shall be employee of the Service Provider and it shall be the duty of the Service Provider to pay their salary every month in time preferably on a fixed date at the rate which is mentioned in this tender. The Federation will not be held responsible for any nonpayment / late payment / less payment so made by the Service Provider. The Service Provider shall not stop the payment of salary to his employees on account of delay in receiving fund from Federation. However the Federation will make all endeavors so that the dues of Service Provider can be settled amicably within a reasonable time frame.
23. The payment of executed works/service from Federation will be made as per availability of fund and no claim what so ever will be entertained for any delay of payment, if any. The payment of wages to the manpower so provided by the supplier will have no bearing with that of the payment from the end of Managing Director, Federation
24. The Service provider will be held responsible for providing medical and other statutory requirement under the various Acts/Govt. Regulations in respect of each personnel. This shall include payment of EPF, ESI, Service Tax etc. However, payments in respect of EPF, ESI, etc. or any such other statutory requirements to the successful Service Provider shall be made subject to furnishing of proof of such payments to the concerned authorities indicating the EPF No., ESI No. etc. of the outsourced persons every month without fail, before submitting bill for the

previous month. The bills should be submitted for reimbursement of the actual amount of the service rendered by the Service Provider.

**25. The Service provider will provide Adhoc-Bonus/Exgratia if there be any, be paid to the outsourced persons at the rate in conformity with the orders issued by the Govt. of West Bengal in this regard with prior approval from the Federation**

26. The persons so provided by Service Provider, if sustain an injury arising out of and in course of employment then the service provider will be held liable to pay compensation as per conditions as stipulated in "The Workmen Compensation Act, 1923" and its subsequent Rules.

27. That the working hours will be 8 hours per day and schedule will be as per instruction of concerned unit or officer-in-charge.

28. The Service Provider will submit the Tax Invoice in triplicate in the 1st week of following month for payment. The payment may be made on pro-rata basis that is arrived at after necessary deductions are made for any unauthorized absence of the personnel.

29. The Service Provider may be requested to provide the personnel for a shorter period also, in case of any exigencies and as per the requirement of the Federation

30. That the payments to the Service Provider will be made strictly on certification by the office with which he is attached that his services were satisfactory and attendance as per the bill preferred by the Service Provider.

31. The Service Provider shall be contactable at all times and message(s) sent by E-mail/Fax/Special Messenger/Phone from the Federation to the Service Provider shall be acknowledged immediately on receipt, on the same day.

32. However, the Federation reserved its right to cancel the contract at any stage, by giving a notice of one month without assigning any reason whatsoever. The agreement may be terminated by either party by giving one month's notice in advance.

33. On the expiry of the agreement as mentioned above, the Service Provider will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the Service Provider to pay and settle the same.

34. That it should be clearly understood in the event of service provider fail to accept and execute the work order, decision of Managing Director, West Bengal Cooperative Milk Producers' Federation Limited in this respect will be final and binding upon both the party. For all disputes, the matter be tried before the Hon'ble Bench within the Original Jurisdiction of the Hon'ble High Court, Calcutta.

35. In the event of any dispute, both the party will have right to prefer appeal under Conciliation and Arbitration Act, 1996, before the ARBITRATOR appointed by the Additional Chief Secretary / Principal Secretary / Secretary, Animal Resources Development Department, Govt. of West Bengal and the decision of ARBITRATOR will be final and binding to all concern.

-Sd  
Managing Director  
**West Bengal Cooperative Milk Producers' Federation Ltd**



## ANNEXURE - I

### APPLICATION

To  
Managing Director,  
West Bengal Cooperative Milk Producers Federation Limited,  
LB-2, Sector-III, Salt Lake City,  
Kolkata-700106

Application for Engagement of Manpower on contract basis of different categories for office work under the establishment of West Bengal Cooperative Milk Producers Federation Limited, HQ.

**e-Tender No. WBARD/WBMF/MANPOWER/NIT-01/10/10(QA)/2021-22 Dated: 24-03-2022**

Sir,  
Having examined the NIT Documents, I hereby submit all the necessary information and relevant documents for evaluation.

1.	Trade Name of the Tenderer (Company/ Firm/Agency)			
2.	Name of the Applicant (Authorized Person, holding the DSC)			
3.	Designation of the Applicant			
4.	Full Address of the Registered Office			
	Telephone Numbers			
	Office			
	Mobile			
	E-mail Id			
5.	Full Address of the Operating/Br. Office			
	Telephone Numbers			
	Office			
	Mobile			
	E-mail Id			
6.	Banker of the Company/Firm/Agency along full Address			
	Telephone Number			
	IFS CODE			
	MICR CODE			
7.	G.S.T. Registration Number			
8.	E.P.F. Registration Number			
9.	E.S.I. Registration Number			
10.	Details of the Similar Nature Contracts handled by the Tendering Agency during the last 03 (Three) Years.			
Sl. No.	Details of Client along with Office Address & Telephone Number	Amount of Contract (in INR)	Duration of the Contract	
			From	To
11.	Additional Information (if any)			

Date:

Place:

Encl: e-Filling

- i) Statutory Document
- ii) Non-statutory Document

Signature of the Applicant/Authorized Person with Seal

**ANNEXURE-II**

Self-Declaration

*Photograph*

(To be furnished in Non – Judicial Stamp paper of ₹ 10/- duly notarized)

I....., Son / Daughter of Shri.....  
age..... years, resident of ..... in the District of ....., West  
Bengal, do hereby declare that the information given above and in the enclosed documents is true to the best of my  
knowledge and belief and nothing has been concealed therein. I am well aware of the fact that if the information  
given by me is proved false/ not true at any point of time, I will have to face punishment as per any provision of Law  
for the time being in force as well as the benefit availed of by me or the benefit accrued to me shall be summarily  
cancelled.

Date:

Signature of the Applicant

Place:

### ANNEXURE-III

(To be furnished in Non-Judicial Stamp paper of Rs.10/- duly notarized)

I, the under-signed do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the under-signed.

The under-signed also hereby certifies that our firm M/s. ....  
..... had neither Black-listed nor debarred to participate in tender by any Government /Authority in last 5 (five) years from the date of issue of this N.I.T.

The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.

The under-signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of the Department.

Certified that I have applied in the tender in the capacity of individual/ as a partner of a firm and I have not applied severally for the same job.

-----  
Signed by an authorized officer of the firm

-----  
Title of the officer

-----  
Name of the Firm with Seal

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

## ANNEXURE-IV

### Experience Profile

Name of the Firm: .....

Documentary evidence for Providing Manpower to any reputed institution/organization in last three years.

Name of Employer	Name, Location & nature of work	Contract price in Indian Rs.	Work order No. & Date	Validity period	Quantity supplied	Whether successfully executed or not	Reasons for unsuccessful execution

Note:

Certificate from the Employers to be attached

Non-disclosure of any information in the Schedule will result in disqualification of the firm

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Signature of applicant including title  
and capacity in which application is made

## ANNEXURE-V

### TENTATIVE NUMBER OF REQUIRED MANPOWER

<b>Sl. No.</b>	<b>Name of the Post</b>	<b>Requirement</b>	<b>Working Site</b>
1	Assistant Manager (Accounts)	01	WBCMPF, Head Office
2	MIS Officer	01	WBCMPF, Head Office
3	Accounts Assistant	01	WBCMPF, Head Office

Sd/-  
Managing Director  
West Bengal Cooperative Milk Producers Federation  
Limited

## ANNEXURE – VI

### ELEGIBILITY CRITERIA FOR ENGAGEMENT OF PERSONNEL THROUGH PLACEMENT AGENCY

Sl. No.	Name of the Post	Maximum No. of Post	Minimum Educational Qualification required	Experience required
1	Assistant Manager (Accounts)	01(1)	MCom and ICWA.	<ul style="list-style-type: none"><li>• Proficiency in financial Analysis</li><li>• Knowledge of Implementation of Tally ERP-9 software.</li><li>• Independent preparation and presentation of finance related issues.</li></ul>
2	MIS Officer	01(1)	Post Graduate in any discipline	<ul style="list-style-type: none"><li>• Experience in Milk society formation.</li><li>• Ability to monitor &amp; supervise the activity of dairy co-operative societies.</li><li>• Proficiency in using MS Office &amp; general internet tools.</li></ul>
3	Accounts Assistant	01(1)	Graduate in any discipline.	<ul style="list-style-type: none"><li>• Knowledge of implementation of Tally ERP-9 software.</li><li>• Proficiency in preparation and presenting salary and connected matters.</li><li>• Ability to carry out milk and milk related work on daily periodic basis.</li></ul>

**\*\*NB:** No person can be recommended who is of age less than 18 years or more than 65 years.

Sd/-  
Managing Director  
West Bengal Cooperative Milk Producers Federation Limited