



Bihar State Milk Co-operative Federation Ltd.

COMFED Branch Office, 5th Floor, Cube Building,

Christian Basti, G. S. Road, Guwahati-781005, Assam

Mob:- 07636068812, Email:-sudha.northeast@gmail.com

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

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

Web :- www.sudha.coop Email:-COMFED.patna@gmail.com

TENDER NOTICE

HIRING OF MANPOWER SERVICE PROVIDER FOR PROVIDING SERVICE OF DIFFERENT PERSONNEL FOR MARKETING OF SUDHA BRAND UHT MILK & LONG SHELF LIFE PRODUCTS IN NORTH EAST & SILIGURI REGION ON CONTRACT BASIS THROUGH OUTSOURCING PROVIDING OF SKILLED MANPOWER

Tender No: COMFED : GHY :08 COMFED/Admin/Dated 27.06.2017

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. 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 NORTH EAST & SILIGURI REGION ON CONTRACT BASIS THROUGH OUTSOURCING PROVIDING OF SKILLED MANPOWER**". This should reach at the office of "**COMFED Branch Office Guwahati, 5th Floor, Cube Building, Christian Basti, G.S. Road, Guwahati-781005, Assam.** Your tender should reach the office of the undersigned by **27th July 2017 (till 5:30 P.M.)**. The technical bid shall be opened on the **next day- (28.07.2017) 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 25,000/- (Rupees twenty five thousand only,) should be paid by Demand Draft in favour of "**BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD, PATNA** payable at Patna.

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

The undersigned reserves the right to reject to modify/cancel in full or part of the content of the e 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 BRANCH OFFICE GUWAHATI,
5TH FLOOR, CUBE BUILDING, CHRISTIAN BASTI,
G.S. ROAD, GUWAHATI -7281005, ASSAM**

Section - I

SCOPE OF WORK AND INSTRUCTIONS TO BIDDERS

1. 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 Branch Office Guwahati.
2. The contract for providing the aforesaid manpower will be for a period of one Year from the date of commencement of contract. The period of contract persist at that time or may be terminated owing to deficiency in service or because of change in the requirements. The COMFED, however reserve right to terminate this initial contract at any time after giving 30 days notice to the selected service provider.
3. Bihar State Milk Co-operative Federation Ltd has the tentative requirements of the manpower for COMFED Branch Office Guwahati and their qualifications as specified below:

1. Salesman - 8 nos. Experienced personals in FMCG product marketing

Si no	Name of Post	Total no of post	Maximum age limit	Maximum remuneration per month	Minimum Qualification	Job Description
1.	Salesman	8	40 years	Rs. 15000/- + Transportation Charge maximum (Rs. 3000/-) + Mobile Bill maximum (Rs. 500/-)	12 th pass or equivalent	(1) To generate demand from the market. (2) Regular visit to the retail outlet / distributors point. (3) Evaluate customers skills, needs and build productive long lasting relationships. (4) Daily reporting to reporting personnel about day to day sale, stock position of distributor. (5) Prepare monthly tour plan. (6) Forecast sales, develop sales strategies /models and evaluate their effectiveness (7) To follow the instructions given by the reporting personnel.

4. 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.

5. 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 Branch Office Guwahati, 5th Floor, Cube Building, Chirstian Basti, G.S. Road, Guwahati - 781005, Assam. Your tender should reach the office of the undersigned by 27th July 2017** The authority will not be responsible for any postal delay. Email / Fax / Late Bids will be summarily rejected.
6. **The various critical dates relating to the above tender are cited as under:**

Si no.	Particular	Dates
1.	Last date for submitting tender document	27th July 2017
2.	Opening of technical bid	28th July 2017

7. 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 NORTH EAST & SILIGURI REGION ON CONTRACT BASIS THROUGH OUTSOURCING PROVIDING OF SKILLED MANPOWER**”. This should reach at the office of “**COMFED Branch Office Guwahati, 5th Floor, Cube Building, Chirstian Basti, G.S. Road, Guwahati-781005, Assam.**”
8. An Earnest Money Deposit (EMD) of **Rs.25,000/-** (Rupees twenty five thousand only), 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 FDERATION LTD**”, **Patna** payable at Patna, failing which the tender application shall be out rightly rejected.

The 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

9. As a guarantee towards due performance and compliance of the contract work, the successful bidder (Firm/company) will deposit an amount of Rs.30,000/- (Rupees thirty thousand) only per Salesman 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.
10. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
11. 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. **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 initialled by the person authorized to sign the tender.
12. The competent authority reserves the right to reject all bids / terminate the tender process without assigning any reason thereof.
13. Joint Venture/ Consortium/ Sub Contracts are not allowed.

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

1. Manpower to be provided by the qualified bidder for deployment COMFED Branch office Guwahati,
2. COMFED Branch office Guwahati containing full details i.e. date of birth, marital status, address, educational qualification etc.
3. Bio-data of all persons.
4. Undertaking from the persons to be deployed by the Manpower Service
5. Any other document / information considered to be relevant.

Section - II

Minimum Eligibility: 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.

1. The bidder must be a Company/firm registered in india and be in business for at least 5 years in India as on last date of submission of bid. The document Certificate of incorporation may be attached.
2. The bidder must have office in North East Region (Proof to be enclosed)
3. The bidder must be registered with Service Tax, EPF, ESI, PAN and up-to-date IT return for last three years as on 31.03.2016.

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

- **Copy of Service Tax registration and latest challan deposit proof**
- **Copy of last three Financial years audited statement**
- **Copy of PAN Card**
- **Undertaking that firm is not debarred / blacklisted by Government.**
- **Copy of EPF Certificate and latest challan deposit proof with latest ECR proof.**
- **Copy of ESI Certificate and latest challan deposit proof**

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
2013-14		
2014-15		
2015-16		

5. The bidder must have successfully completed similar assignments of only government /PSU during last five years as on last day of submission of bid as either of the following:
 - a. Three similar completed assignments providing minimum 20 persons per contract
or
 - b. Two similar completed assignments providing minimum 30 persons per contract
or
 - c. One similar assignment providing minimum 50 persons per contract

Similar assignment means: The assignment must be relevant to supply of Office staff, peons , sweeper, Cleaner etc. (Security service is not applicable).

Work order mentioning details of order and amount of claim are to be attached in the prescribed format. **In complete/ongoing contract or extended period of contract will not be considered for evaluation.**

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.25000/- (Rupees twenty five thousand only) In shape of Demand Draft.
8. It must have its own Bank Account in any of the nationalized bank situated in North East. Proof to be attached.

Signature of the Authorised Representative

Name:

Seal:

Date:

Place:

Section - III

APPLICATION: TECHNICAL BID

**Providing Manpower Services to
Bihar State Milk Co-operative Federation Ltd., COMFED Branch Office Guwahati
5th Floor, Cube Building, Christian Basti, G. S. Road, Guwahati-781005, Assam
Mob:- 07636068812, Email:-sudha.northeast@gmail.com**

1. Name of Tendering Manpower Service Provider: _____.
2. Details of Earnest Money Deposit: DD No. _____ date _____ of Rs.
_____ drawn on Bank _____.
3. Name of Proprietor/ Partner / Director:
_____.
4. Full Address of Registered Office:

Telephone No. : _____ Fax No.: _____
E-Mail Address : _____
5. Full Address of Operating / 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. Service Tax 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
2013-14		
2014-15		
2015-16		

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 five 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)

Sl 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		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 / 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 Branch Office Guwahati
5th Floor, Cube Building, Christian Basti, G. S. Road, Guwahati-781005, Assam
Mob:- 07636068812, Email:-sudha.northeast@gmail.com

1. Name of the tendering manpower Service Provider :
2. Rate per person per month inclusive of all statutory liabilities, taxes, levies, cess etc and service charges, if any:

S.N o.	Area of Operation	Number of personnel's required	Remuneration/wages per person by agency (in Rs per month)
1.	Assam (Guwahati)	2	
2.	Assam (Upper Assam)	1	
3.	Assam (Lower Assam)	1	
4.	Nagaland	1	
5.	Manipur	1	
6.	Meghalaya	1	
7.	Silliguri Region	1	
	Total	08	

(The above rates are inclusive of PF (Both Contribution), GIS, ESI and any other statutory liabilities.)

Note:-

- The salary of salesman is maximum Rs 15000/- per month plus travelling allowance upto Rs.3000/- per month plus mobile charges maximum Rs. 500/- per month.
- Agency charges on above @.....percent 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 project 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 18th 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 NORTH EAST & SILIGURI REGION ON CONTRACT BASIS.** This should reach at the office of “**COMFED Branch Office Guwahati, 5th Floor, Cube Building, Chirstian Basti, G.S. Road, Guwahati-781005, Assam** . 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 08 nos of salesman for COMFED Branch Office Guwahati.
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 Branch Office Guwahati 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 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 Branch Office Guwahati, the Man power service provider shall find a replacement for the personnel. Incharge /officials of COMFED Branch Office Guwahati 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 25000/- (Rupees twenty five 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 Rs. 30,000/- (Rupees thirty thousand) only per Salesman 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. The quoted rates shall not be less than the lump sum payment / minimum wages of State Govt. (prescribed for skilled category) as mentioned against manpower category and shall include all statutory obligations. The rate quoted should be consolidated and inclusive of Income Tax, Employer EPF contribution, ESI contribution etc., bonus, insurance, leave salary etc. as well as inclusive of the Firm/company’s service charge for providing manpower.
19. COMFED/ COMFED branch Office Guwahati 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.
20. Canvassing in any form is strictly prohibited and the renderers who are found canvassing are liable to have their tenders rejected out rightly.
21. The period of the contract may be extended by 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 /Firm/company. 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.
22. 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.

23. 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 Branch Office Guwahati 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 Branch Office Guwahati. 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 Incharge, COMFED Branch Office Guwahati at Firm/company's own cost.
8. The Firm/company shall provide Photo Identity Cards to its personnel deployed under COMFED Branch Office Guwahati 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 Incharge, COMFED Branch Office Guwahati. 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 Incharge, COMFED Branch Office Guwahati 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 / COMFED Branch office Guwahati.
14. One day rest in a week shall be provided by firm/company to its employees.
14. The COMFED/COMFED Branch Office Guwahati 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
20. 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.
21. **Firm/company must provide list of minimum 4 candidates for each area, from these candidates COMFED Branch office Guwahati will choose one candidate based on his assessment.**

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 Branch office Guwahati.

In response to the Tender Document for Selection of Manpower Service Provider for Bihar State Milk Co-operative Federation Ltd, COMFED Branch office Guwahati, 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:
Date:

Signatures _____
Name _____
Seal of the Organization _____