



No.TIMUL:Estb:Tender: 1517

Date : 26.07.2021

### TENDER NOTICE

HIRING OF MANPOWER SERVICE PROVIDER FOR PROVIDING SERVICE OF DIFFERENT PERSONNEL FOR VARIOUS DEPARTMENT AT TIMUL, MUZAFFARPUR ON CONTRACT BASIS THROUGH OUTSOURCING PROVIDING OF SKILLED MANPOWER.

Sealed tenders are invited from eligible registered firms for providing service of different personnel on an outsourcing basis to this office. The tender document containing eligibility criteria, scope of work, terms & conditions can be downloaded from our website : [www.sudhatimul.com](http://www.sudhatimul.com) The interested firms/companies are required to submit the technical bid and financial bid in sealed cover separately. The bids in Sealed Cover-1 containing 'Technical Bid' and Sealed Cover-11 containing 'Financial Bid' should be placed in a third sealed cover superscribed 'HIRING OF MANPOWER SERVICE.

Your tender should reach the office of the undersigned by 10.08.2021 (till 5:00 P.M.). The technical bid shall be opened on 12.08.2021 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.

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

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.

  
26/7/2021  
**Managing Director**

C.c : Notice Board, TIMUL  
Managing Director/Chief Executive  
All Milk Union/Unit

VIVEK KUMAR JHA

मुजफ्फरपुर डेयरी, पो0-कोल्हुआ पैगम्बरपुर, मुजफ्फरपुर-843 108 (बिहार)  
Muzaffarpur Dairy, P.O. - Kolhua Paigambarpur, Muzaffarpur - 843 108 (Bihar)

Mob.- 7070992951, 7070992952; Fax: +91-621-2264030; E-mail: [tirhutnin@gmail.com](mailto:tirhutnin@gmail.com); Website : [www.Sudhatimul.in](http://www.Sudhatimul.in)

TENDER DOCUMENT

FOR

HIRING OF MANPOWER SERVICE PROVIDER FOR PROVIDING  
SERVICE OF DIFFERENT PERSONNEL ON CONTRACT BASIS  
THROUGH OUTSOURCING

AT

TIRHUT DUGDH UTPADAK SAHKARI SANGH LTD.MUZ  
Muzaffarpur Dairy, P.O. – Kolhua Paigambarpur, Muzaffarpur - 843 108 (Bihar)

Mob.- 7070992919, Fax: +91-621-2264030;E-mail:tirhutnin@gmail.com

Website :www.Sudhatimul.in



Section — I

SCOPE OF WORK AND INSTRUCTIONS TO BIDDERS

The Tirhut Dugdh Utpadak Sahkari Sangh Ltd., require the service of reputed, well established, financially sound and registered Manpower Service Provider to provide different man power ' on contract basis to TIMUL for its unit at Muzaffarpur, Sitamarhi, Motihari, Bettiha, Gopalganj, siwan, Sheohar, Shahebganj & Turki place as decided by the management.

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 TIMUL, 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) Tirhut Dugdh Utpadak Sahkari Sangh Ltd. has the qualification wise tentative requirements of the manpower for its unit at TIMUL for its unit at Muzaffarpur, Sitamarhi, Motihari, Bettiha, Gopalganj, siwan, Shehar, Shahebganj & Turki as specified below :

Category	Qualification	Number of Personnel Required	Remuneration / Wages per person to be paid by Agency (in Rs. Per month)
1 <sup>st</sup> category	Matric with valid license of HMV or ITI in any trade or Intermediate.	10	Fresher — Rs. 15000
			With 03 Years experience — Rs. 18000
			5 Years & above experience — Rs. 20000
2 <sup>nd</sup> category	Bachelor degree in arts/Science/commerce with reasonable knowledge in computer	10	Fresher — Rs. 18000
			With 03 Years experience — Rs. 22000
			5 Years & above experience — Rs. 27000
3 <sup>rd</sup> category	Bachelor Degree in Science / Bachelor in computer application or Diploma in Engineering / Dairy Technology/CA Inter/ICWA/MBA	10	Fresher — Rs. 25000
			With 03 years experience — Rs. 27000
			5 Years & above experience — Rs. 30000
4th category	Bachelor Degree in Engineering /Dairy Technology/ Food Technology/ Biotechnology or Master Degree in Business Management / CA/ICWA	04	Fresher — Rs. 30000
			With 03 Years experience — Rs. 33000
			5 Years & above experience — Rs. 35000

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**Note:** (i) Subject to the revision in time to time.

(ii) TA/DA for field 8s marketing personnel will be applicable as per(Near to) the existing Grade in our Union.

(B) The above requirements are indicative and may increase/decrease as required by the management. Final remuneration of respective post will be decided by management on the basis of candidate's qualification and experience. The eligible bidders, those have the capability of providing alltypes of manpower as per the prescribed technical parameters in the tender document, are allowed to participate in the selection process. Partbids will be not be taken into consideration.

3. The cost of the form is Rs. 1000/-. The tender form can be obtained between 26.07.2021 To 10.08.2021 during working hours from the cash counter of Muzaffarpur Dairy or download from our Website. A separate draft for cost of tender form shall be attached with technical bid along with EMD.

4. Mode of dispatch the tender :

The interested firm/company should submit the complete tender document in all respects along through Speed Post/Registered Post/Courier so as to reach Managing Director, Tirhut Dugdh Utpadak Sahkari Sangh Ltd. P.O. – Kolhua Paigambarpur, Muzaffarpur - 843 108 (Bihar). Your tender should reach the office of the un dersigned by 10.08.2021 . The authority will not be responsible for any postal delay. E-mail/Fax/Late Bids will be summarily rejected.

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

Sl.No.	Particular	Dates
1.	Last date for submitting tender document	10.08.2021
2.	Opening of technical bid	12.08.2021



**6. 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 — II containing "Technical Bid" and Sealed Cover — II containing "Financial Bid" should be placed in a third sealed cover super scribed "HIRING OF MANPOWER SERVICE".

**7. Earnest Money :**

An Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees one lacs only), refundable (without interest), should necessarily be accompanied with the technical bid of the tender in the form of Demand Draft drawn on any Nationalized Bank/ Scheduled Bank in favour of Tirhut Dugdh Utpadak Sahkari Sangh Ltd. payable at Muzaffarpur failing which the tender application shall be out rightly rejected,. The EMD of successful bidders shall be retained as a part of security deposit.

**8. 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. Performance Bank guarantee at Security Deposit :**

As a guarantee towards due performance and compliance of the contractwork, the successful bidder (Firm/company) will deposit Rs. 1,00,000/- (Rupees one Lakh only) of work value towards Security Deposit by way of demand draft/bank Guarantee in favour of "Tirhut Dugdh Utpadak Sahkari Sangh Ltd. payable at Muzaffarpur" drawn on any Nationalized Bank/Scheduled Bank. 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 sheet duly signed by the authorized signatory. Overwriting and cutting are not permitted in the Financial Bid. In such cases, the tender shall be summarily rejected. However, the cutting. If any, in the Technical Bid Application must be initialed 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.
14. DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL BIDDER BEFORE SIGNING OF AGREEMENT AND BEFORE DEPLOYMENT OF MANPOWER:
- i. Manpower to be deployment to TIMUL for its unit as per requirement containing full details i.e. date of birth, marital status, address, educational qualification etc.
  - ii. Bio-data of all persons.
  - iii. Any other document / information considered to be relevant.

**15. Payment Procedure :**

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

**(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 :-

Below 1.0 crore	0 marks
- 1.0 — 2.5 crore	5 marks
- 2.5 — 4.5 crore	10 marks
- 4.5 — 6.0 crore	15 marks
- 6.0 crore & above	20 marks

- b) If the agency works in Govt./Semi Govt./Co-op & other Co. the marks shall be allotted accordingly :

1 — 3 years	0 marks
3 — 5 years	10 marks
5 — 8 years	15 marks
8 — 12 years	20 marks



- c) 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 :-**

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

**(B) Minimum Eligibility:**

The firm/company (manpower service provider) should fulfill the following technical qualification 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 or 31.03.2020.

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 2017-2018, 2018-2019, 2019-2020.

Copy of PAN Card of Tenderer.

- Undertaking that firm is not debarred/ blacklisted by Government or any other Company.

3. Average Annual Turnover during last three financial years (as per the last published balance sheet) to be specified. 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
2017-2018		
2018-2019		
2019-2020		



4. 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 required manpower. Work order mentioning details of order and amount of claim are to be attached in the prescribed format.
5. 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.
6. The Bidder must have furnished the EMD or Rs. 1,00,000/- (Rupees one lacs only) 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
2017-2018		
2018-2019		
2019-2020		





Section — II

**TECHNICAL REQUIREMENTS FOR THE MANPOWER SERVICE PROVIDER**

The firm/company (manpower service provider) should fulfill the following technical qualification 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 atleast 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 our Website. A separate draft for cost of tender form shall be attached with technical bid along with EMD of Rs. 1,00,000/ - (Rupees one lacs only) in shape of Demand Draft.		
	Copy of GST registration and latest challan deposit/proof.		



	<p>Copy of last three Financial years Profit &amp; Loss account and Balance sheet audited statement for :</p> <p><b><u>Turnover Amount in Lacs</u></b></p> <p>2017 — 2018</p> <p>2018 — 2019</p> <p>2019 — 2020</p>		
	<p>Affidavit by the authorized signatory that firm is not debarred / blacklisted by Government or any other Company.</p>		
	<p>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 required manpower. Work order mentioning details of order and amount of claim are to be attached in the prescribed format.</p>		<p>Brief details of work order with Client name.</p>

**Signature of the Authorized Representative**

Name:

Seal:

Date :



Section — III

**APPLICATION : TECHNICAL BID**

**Providing Manpower Service**

1. Name of Tendering Manpower Service Provider : -
2. Details of Earnest Money Deposit : D/D No. \_\_\_\_\_ date \_\_\_\_\_  
of Rs. \_\_\_\_\_ drawn on Bank \_\_\_\_\_
3. A) Name of Tendor \_\_\_\_\_  
B) Constitution of the tender  
(Private/ Public Ltd./ Proprietor etc) \_\_\_\_\_  
\_\_\_\_\_
4. Full Address of Registered Head Office : (also to be assigned for this work)  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. : \_\_\_\_\_ Fax No. \_\_\_\_\_  
E-mail ID \_\_\_\_\_
5. Full Address of office / Branch Office :  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. : \_\_\_\_\_ Fax No. \_\_\_\_\_  
E-mail ID \_\_\_\_\_
6. Name & Telephone No. of Authorized Officer/  
Person to liaise with field Office (s) \_\_\_\_\_

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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 of 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	Turn over amount (Rs. in Lakh)	Remarks, if any
2017-2018		
2018-2019		
2019-2020		

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

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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)

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 :

I, \_\_\_\_\_

Son/Daughter/Wife of Shri \_\_\_\_\_

Proprietor/Director, Competent to sign

This declaration and execute this tender Document :

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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 Authorized Representative

Name

Seal:

Date :

Place<sup>o</sup>



## FINANCIAL BID

Providing Manpower Services to  
Tirhut Dugdh Utpadak Sakhari Sangh Ltd.

1. Name of the tendering manpower Service Provider :-

Category	Qualification	Number of Personnel Required	Remuneration / Wages per person to be paid by Agency (in Rs. Per month)	Comission Charges in %
1 <sup>st</sup> category	Matric with valid license of HMV or ITI in any trade or Intermediate.	10	Fresher — Rs. 15000	
			With 03 Years experience — Rs. 18000	
			5 Years & above experience — Rs. 20000	
2 <sup>nd</sup> category	Bachelor degree in arts/Science/commerce with reasonable knowledge in computer	10	Fresher — Rs. 18000	
			With 03 Years experience — Rs. 22000	
			5 Years & above experience — Rs. 27000	
3 <sup>rd</sup> category	Bachelor Degree in Science / Bachelor in computer application or Diploma in Engineering / Dairy Technology/CA Inter/ICWA/MBA	10	Fresher — Rs. 25000	
			With 03 years experience — Rs. 27000	
			5 Years & above experience — Rs. 30000	
4th category	Bachelor Degree in Engineering /Dairy Technology/ Food Technology/ Biotechnology or Master Degree in Business Management / CA/ ICWA	04	Fresher — Rs. 30000	
			With 03 Years experience — Rs. 33000	
			5 Years & above experience — Rs. 35000	

The above rates are exclusive of CPF Employer Contribution & ESI, Commission shall be calculated on paid salary. The GST shall be charged extra.



### **About the TIMUL, Muzaffarpur**

Tirhut Dugdh Utpadak Sahkari Sangh Ltd. (TIMUL) has been established in 1987 and has taken management from Bihar State Cooperative Milk Producers Federation Ltd. (COMFED) for implementation of Dairy Development activities in Muzaffarpur, Sitamarhi, Motihari, Bettiha, Gopalganj, siwan, Sheohar, Shahebganj & Turki. Milk Union is affiliated to COMFED and market, Milk & Milk products under brand name "SUDHA" in above district and part of Jharkhand town adjoin to Bihar.

### **General information relation 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, TIMUL, Muzaffarpur.
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". This should reach at the office of "Managing Director, Tirhut Dugdh Utpadak Sahkari Sangh Ltd., Muzaffarpur, P.O : kolhua Paigambarpur, District : Muzaffarpur, Bihar-843108. 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. The agency will provide the manpower as per demand from TIMUL of its Unit at Muzaffarpur, Sitamarhi, Motihari, Betiya, Gopalganj, siwan, Shahebganj & Turki.
2. The agreement shall automatically by expired unless extended further by the mutual consent of the Manpower Service Provider and the TIMUL, Muzaffarpur.
3. TIMUL, Muzaffarpur 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 service, if required, of the same terms and conditions.
4. The TIMUL, Muzaffarpur 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 redressed of grievances or resolution of disputes relating to persons deployed. The TIMUL, Muzaffarpur 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 and appropriate authority of TIMUL, Muzaffarpur.
6. The TIMUL, Muzaffarpur 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 the 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 of office concerned.
11. The Authority reserves the right to withdraw or relax any of the terms and conditions 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 TIMUL, Muzaffarpur the Man Power Service Provider shall find a replacement for the personnel. Incharge/officials of TIMUL, Muzaffarpur, 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. 1,00,000/- (Rupees one lacs only), along with the Technical Bid and Financial Bid by Demand Draft in favour of 'Tirhut Dugdh Utpadak Sahkari Sangh Ltd., payable at Muzaffarpur' drawn on any Nationalized Bank/ Scheduled Bank and payable at Muzaffarpur. 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. 1,00,000/- (Rupees one lakh only) towards Security Deposit by way of demand draft/bank guarantee in favour of Tirhut Dugdh Utpadak Sahkari Sangh Ltd" drawn on any Nationalized Bank/ Scheduled Bank and payable at Muzaffarpur, 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 TIMUL.



- 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 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, TIMUL 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, TIMUL, shall have the power to select on the same rate any of the willing firm/companies 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. TIMUL 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 tenderers who are found canvassing are liable to have their tenders rejected outrightly.



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 fulfillment 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 name & address shall be furnished to the Incharge of concern Unit at Muzaffarpur, Sitamarhi, Motihari, Bettiha, Gopalganj, siwan, Sheohar, Shahebganj & Turki 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 TIMUL, Muzaffarpur, 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 of Unit at Sitamarhi, Motihari, Bettiha, Gopalganj, siwan, Sheohar, Shahebganj & Turki. This will, however, not diminish in any way, the firm/company's responsibility under the contract to the TIMUL.



6. The representative of Firm/Company 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 of Unit, for any reason specified or otherwise, shall be effected promptly without any additional cost to the TIMUL. If the Firm/Company wishes to replace any of the personnel, the same shall be done with prior concurrence of the TIMUL at Firm/Company's own cost.
8. The Firm/Company shall provide photo Identity Cards to its personnel deployed under TIMUL, unit 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 Milk Union.
10. The day-to-day functioning of the services shall be carried out in consultation with the under direction of the TIMUL 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, TIMUL, Muzaffarpur.
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 TIMUL or for any accident caused to them and the TIMUL shall not be liable to bear any expense in the 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 TIMUL for whatever reason. The Firm/Company shall also be responsible for the issuance of its personnel. The Firm/company shall specifically ensure compliance of various Laws/Acts, including but not limited to with the Allowing and their re-enactments/ amendments/ modifications :-
  - (a) The payment of Wages Act. 1936.
  - (b) The Employees Provident Funder & MP Act, 1952.
  - (c) The Contract Labour (Regulation) Act, 1970
  - (d) The payment of Bonus Act, 1965
  - (e) The payment of Gratuity Act, 1972
  - (q) The Employees State Insurance Act, 1948
  - (g) The Employment of Children Act, 1938
  - (h) The Motor Vehicle Act, 1988
  - (i) The 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 TIMUL.
14. One day rest in a week shall be provided by firm/company to its employees.
15. The TIMUL shall pay the agreed amount of monthly bill (in duplicate) for the amount due towards service rendered during the preceding month by the 10<sup>th</sup> 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 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.
16. 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 TIMUL 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 TIMUL. Any compliant towards non-payment of wages, other liabilities and statutory obligations will lead to immediate termination of contract with penalty.
17. The decision of the Managing Director, TIMUL, Muzaffarpur in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Firm/Company.
18. In case of any dispute between the Firm/Company and the client, Managing Director, TIMUL, Muzaffarpur shall have to power to decide. However all matters of jurisdiction shall be at the local courts located at Muzaffarpur.



19. 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, TIMUL with consent of parties. The provisions of Arbitration and conciliation Act 1996 shall be applicable.
20. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
21. 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 TIMUL, Muzaffarpur.
22. Firm/Company must provide list of minimum 3 candidates for each area, from these candidates TIMUL will choose one candidate based on his assessment.

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

Dear Sir/Madam,

Ref : Tender for selection of Man Power Service Provider for TIMUL, Muzaffarpur

In response to the Tender Document for Selection of Manpower Service Provider for Tirhut Dugdh Utpadak Sahkari Sangh Ltd.,

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 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 :

Signature

Date

Name :

Seal of the Organization

