



**JHARKHAND STATE COOPERATIVE MILK PRODUCERS'  
FEDERATION LIMITED**  
**REQUEST FOR QUOTATION**

**Jharkhand State Cooperative Milk Producers' Federation Ltd**

Near Farmers Training Centre Campus, Sec-II, H.E.C., Dhurwa,

Ranchi – 834004, Jharkhand

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**TENDER DOCUMENT FOR SUPPLY OF  
SKILLED /SEMI-SKILLED/UNSKILLED  
MANPOWER ON CONTRACT BASIS**



**TENDER NO. JMF-ADMIN/HR-MANPOWER-/2019-20/001**

Date of Publish of Tender : 10 June 2019

Last date for submission of Sealed Tender : 24 June 2019 by 14:00 hrs

Name of Tenderer: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone no: \_\_\_\_\_

Email Id \_\_\_\_\_



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TENDER NO. JMF-ADMIN/HR-MANPOWER-/2019-20/001

**BIDDING DOCUMENT**

**SUPPLY OF HIGH SKILLED / SKILLED /SEMI-SKILLED /UNSKILLED MANPOWER ON CONTRACT BASIS**

(COMPLETE BIDDING DOCUMENT)

**Time schedule for Tender process:**

Date of publication of Tender Notification	10 June 2019
Start of Sale of Tender Document (During Office Hours)	10 June 2019
Last date for Sale of Tender Document	22 June 2019
Last date for Receipt Tender in Sealed Envelope	24 June 2019
Date & Time of the Opening Technical Bids	26 June 2019 (11:00 hrs)
Date and Time of the opening Financial Bids	Will be notified to the technically qualified tenderers

***Note: This tender document contains 24 pages (total no. of pages including Annexure) and tenderers are requested to sign on all the pages.***



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## **1. INTRODUCTION:**

When the famous White Revolution of the seventies and eighties – Operation Flood - swept through the country, Jharkhand, then a part of undivided Bihar served merely as a market and saw little of its benefits. Even though India stood self-sufficient in milk production, the eastern state of Jharkhand still depends on import of milk from other states. It was only in June 2013 when Jharkhand State Cooperative Milk Producers' Federation Ltd. (JMF) was formed by the Government of Jharkhand, with an aim to promote dairying as a source of livelihood in the rural parts of the state and propel Jharkhand towards self-reliance in milk and milk products.

JMF under the management of National Dairy Development Board (NDDB) started the milk procurement, processing and marketing activities in the state after taking over the existing Government Dairy at Ormanjhi in August 2014 and subsequently three other dairies at Deoghar, Koderma & Latehar. In 2016 NDDB supported in building a 1 Lakh Litre State of the Art Dairy Plant at Hotwar for the Jharkhand Milk Federation.

JMF has started milk procurement from 12 TLPD in August 2014 and reached up to 130 TLPD in March 2018 and has grown by more than ten-times in last three and half years of its operation. Today JMF is providing an alternative livelihood options to around 20000 rural families but initially, there was a challenge to establish JMF as a reliable institution for milk producers of Jharkhand with many inherited issues like low production and marketable surplus of milk, low interest of farmers towards animal husbandry (milch), dominance of middleman, poor dairy infrastructure etc. To overcome from such unfavourable conditions, utmost cares have been taken to maintain transparency at all levels which is the first and foremost value inherited from NDDB. As a part of maintaining transparency, we have provided milk sample testing facility to all individual pourers in their presence step by step and payment through their individual bank account. By doing this we have given fair and transparent system at village level, remunerative milk price to pourers and avoided involvement of middleman. Farmers have taken it as an opportunity and started milch animal rearing. As a result, milk procurement went up.

NDDB also agreed to lend its brand "Mother Dairy" – which is renowned for its high-quality milk and milk products in the country – to support local brand "Medha". It not only helped the brand to get established but also enable it capture a reasonable share of the Jharkhand Milk market. It is due to the consistent support that Medha receives, it is able to market about 1 lac litres of milk every day. We are thankful to and proud of the people we are associated with in this journey. It is extremely delighting to be able to touch and enrich so many lives at the same time.

## **2. NOTICE INVITING TENDER:**

The Jharkhand State Co-operative Milk Producers' Federation Limited (JMF), Ranchi invites 'Sealed Tenders under **"TWO ENVELOPE SYSTEM"** for Selection of an expert agency for SUPPLY OF HIGH SKILLED/ SKILLED /SEMI-SKILLED/UNSKILLED MANPOWER ON CONTRACT BASIS at the JMF (Jharkhand State Cooperative Milk Producers' Federation Ltd)

The details of the tender are given below:-

- a. Description of Services: Selection of an expert agency for SUPPLY OF HIGH SKILLED/ SKILLED /SEMI-SKILLED/UNSKILLED MANPOWER ON CONTRACT BASIS at the JMF.
- b. Closing date & time for submission of bids **24 June 2019(14.00 hrs)**



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- c. Date & time of opening of Bid:
- Technical bid: **26 June 2019 (11:00 hrs)**-in presence of the tenderers or their authorized representatives at Medha Dairy, Hotwar premises, Ranchi.
  - Financial bid: After evaluation of Technical Bid
  - Bid validity upto: 60 days from the date of opening of financial bid
- d. Correspondence Address: JHARKHAND STATE COOPERATIVE MILK PRODUCERS' FEDERATION LTD, FARMERS TRAINING CENTRE, HEC, SEC- 2, DHURWA, RANCHI – 834004

**"TWO ENVELOPE SYSTEMS"** shall be followed for this tender. Tenderer should take due care to submit the tender in accordance with requirement in sealed covers. Bids received shall be evaluated as per the Criteria prescribed in the tender document. Jharkhand State Cooperative Milk Producers' Federation Ltd (JMF) will not entertain any modifications subsequent to opening of bids and bids not conforming to tender conditions shall be liable to be rejected. Therefore, bidders are advised to submit their bids complete in all respects as per requirement of tender document specifying their

Acceptance to all the clauses of Bid Evaluation Criteria, General terms and conditions and compliance to the Scope of Work requirement etc.

Tender documents for Hiring of Manpower Services can be obtained from office of the Purchase Officer from **10 June 2019 to 22 June 2019** on all working days between **11 A.M. to 4 P.M.** on payment of a non-refundable cost of Tender of Rs. 500/-which shall be payable in the form of a Demand Draft drawn in favour of **"Jharkhand State Cooperative Milk Producers' Federation Ltd"** Payable at Ranchi.

**Tender fee (to be attached with tender form if downloaded from website) along with EMD draft should be put in the technical bid envelope. In case if it is submitted along with financial bill, the same will be rejected.**

The tender document is not transferable to any other person. The tender document can also be downloaded from the JMF's official website [www.jmf.coop](http://www.jmf.coop). The tenderers who have downloaded the tender document from the website should send a Demand Draft of Rs. 500/- (non refundable) drawn in favour of "Jharkhand State Cooperative Milk Producers' Federation Ltd" Payable at Ranchi towards the cost of tender document in Technical Bid.

The tender fee and the EMD draft should be kept in the Technical Bid Cover. The Technical bid and the financial bid should be sealed by the tenderer in separate covers duly super scribed as "Technical Bid" and "Financial Bid" respectively. Both these sealed covers should then be kept in a bigger cover which should also be sealed & duly super scribed as **"TENDER FOR SUPPLY OF HIGH SKILLED/ SKILLED /SEMI-SKILLED/UNSKILLED MANPOWER ON CONTRACT BASIS"**.

**3. ELIGIBILITY CRITERIA**

- The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, empanelled/ registered who possess the required licenses, registrations (such as



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registered with the Regional **Labour Commissioner, Govt. of Jharkhand** etc as per law valid at least for 12 months from the date of the opening of tender.

- ii. The Bidder shall have at least 3 years experience of providing Manpower services.
  - iii. Having successfully completed works of similar magnitude and duration (worth Rs 3 Crores or more per year) in last three years.
  - iv. Proof of financial turnover with a minimum of Rs 3 Crores per year achieved, duly attested by CA.
  - v. The bidder should have an office in proximity of Ranchi.
  - vi. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency).
  - vii. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
    - a) PF Registration
    - b) ESI Registration
    - c) Goods & Service Tax Registration
    - d) Valid License, issued by Regional Labour Commissioner or Govt of Jharkhand
- C. Information and Conditions relating to Submission of Bids

**4. SELECTION PROCEDURE:-**

Subject to submission of all required documents as mentioned in the tender document and after qualifying to participate in the tendering process, the tenders would be evaluated on the Technical as well as Financial parameters as narrated below under this Section. 75% weightage has been assigned for the Technical evaluation parameters and 25% weightage for the Financial quotes offered by the bidder as given below:-

**I. The break-up of the parameters having 75% weightage for the Technical Bid is as below:**

**A. ANNUAL TURNOVER (25)**

No.	Turnover	Weightage
a.	Rs. 2Crore-Rs. 10 Crores	05
b.	Rs. 10Crore- Rs. 25 Crores	10
c.	Rs. 25Crore-Rs. 40 Crores	15
d.	Rs. 40Crore-Rs. 60 Crores	20
e.	More Than Rs. 60 Crores	25

**B. Experience with Govt/ Govt Undertaking\* (20)**

No.	Experience (In Years)	Weightage
a.	01-02 Years	05
b.	02-05 Years	10
c.	05-10 Years	15
d.	More than 10 Years	20

*\*Relevant documents on experience with Govt agencies to be attached*



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**C. Experience with Dairy Cooperatives/ Dairy Company (15)**

Weightage of 10 marks shall be given to bidders having successful experience of working with Dairy Cooperative(s)/ Dairy Company(s) for minimum 01 Year.

*\*Relevant documents on experience with Dairy Coop/ Dairy Company to be attached*

**D. Presentation to Purchase Committee (15)**

All the Bidders have to make a 15 minute presentation to the Purchase Committee for which a weightage of 15 marks has been assigned. The presentation shall be made on the day of Technical Bid opening day. The presentation shall comprise details on credentials and experience, available professional expertise, annual turnover details, details of statutory compliances and any other relevant details

**II. 25% weightage has been kept for the Financial Bid, which shall be calculated as below :-**

**"25x LP/QP"** where, LP= Lowest Quoted Total Price by any Bidder

QP= Quoted Total Price by the Bidder

**5. SCOPE OF WORK FOR CONTRACT MANPOWER AGENCY**

- i. The agency shall provide the requisite manpower as per the work schedule to be conveyed by the JMF as and when required at all required locations.
- ii. Labourers deployed should maintain strict discipline as per rules in the Plant premises.
- iii. Jobs have to be carried out strictly as per instruction of Plant Authority/his representative.
- iv. Job has to be completed within schedule time.
- v. It shall be agency's responsibility to arrange the number of contract workers in all the shifts depending upon the requirement given by JMF in advance and the agency shall be responsible for satisfactory discharge of the above contractual obligations.
- vi. On the days of festival and other high manpower requirement days, the agency shall be responsible for arranging additional manpower, as communicated by the JMF Plant authorities in advance.
- vii. The agency shall be assigning Supervisors in each shift at required dairy plants who shall be responsible for adequate and timely labour availability in the Plants and other required locations.
- viii. The manpower deployed for work will remain available at the place of their duty roaster and would report to supervisor posted by the agency. The supervisor will ensure that tender specified manpower is available at the place of duty all times.
- ix. The agency shall provide uniforms to all its manpower / personnel deployed at JMF at its own cost.
- x. The agency shall ensure that the colour of uniforms of the personnel engaged at





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JMF shall be as per JMF specification enclosed in Annex -I.

- xi. The agency shall ensure that the personnel to be deployed at JMF should have following characteristics/qualifications:
- a. Good character, honest, alert, well disciplined, sound judgment, loyal, interested in the Job, helpful demeanour, confident, courteous and self-controlled.
  - b. Proper posture, non-smoker, reserved demeanour i.e. no horseplay, practical jokes or fraternizing on duty.
  - c. Physical fitness - be able to walk and stand for extended periods, tolerate inclement weather and run short distances.

**6. GENERAL TERMS AND CONDITIONS**

- 1) The initial period of contract shall be for one year. The period of contract may be further extended by mutual agreement on yearly basis on same terms and conditions depending on performance of the Agency and at discretion of JMF. The JMF, however, reserves right to terminate this initial contract at any time after giving one month's notice to the selected Service Provider with or without assigning any reasons. Where a contract is terminated by JMF on account of the defaults committed by the agency, it shall have the right to award the contract to any other agency at the cost, risk and responsibilities of contractor and excess expenditure incurred on account of this will be recovered by JMF from his Security Deposit or pending bill or by raising a separate claim.
- 2) 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.
- 3) A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.
- 4) **Any conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder and shall not be evaluated.**
- 5) 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 Price Bid Form. In such cases, the tender shall be summarily rejected.**
- 6) The bidder shall pay Bid Security (EMD) of Rs 1,00,000/- (One Lakh only) along with the technical bid by Demand Draft in favour of **"JHARKHAND STATE COOPERATIVE MILK PRODUCERS' FEDERATION LTD"** drawn on any Nationalized Bank and payable at RANCHI. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage.
- 7) The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalisation of contract.
- 8) As a guarantee towards due performance and compliance of the contract work, the successful bidder (agency) will deposit an amount equal to 8.33% of Annual Contract value towards Security Deposit by way of Pay Order/Bank Guarantee or Demand Draft in favour of **"JHARKHAND STATE**





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- 9) The EMD deposited by successful agency will be adjusted towards Security deposit as demanded above. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 45 (forty five) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited unless time extension has been granted by JMF.
- 10) The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the contract.
- 11) The bid shall be valid and open for acceptance of the Competent Authority of JMF 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.
- 12) To assist in the analysis, evaluation and computation of the bids, the 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.
- 13) The quoted rates shall not be less than the minimum wages of Govt of Jharkhand 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 and all charges.
- 14) JMF shall reimburse the Agency to the extent of the amount of variation arising out of the upward revisions in minimum wages as per Labour Commissioner of Jharkhand above the rates mentioned in the contract and derived statutory obligations thereof provided the documentary evidence is produced by the Agency making such payments to that extent only.
- 15) The Competent Authority of the JMF reserves the right to annul all bids or discontinue this tender process, without assigning any reason, at any time prior to signing of agreement with the successful bidder.
- 16) This document does not constitute nor should it be interpreted as an offer or invitation for the appointment of the Manpower Service Provider described herein.
- 17) Accordingly, interested recipients should carry out an independent assessment and analysis of the requirements and of the information, facts and observations contained herein.
- 18) This document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements.
- 19) This document constitutes no form of commitment on the part of the JMF. Furthermore, this document confers neither the right nor an expectation on any party to participate in the proposed Manpower Service Provider selection process.
- 20) When any proposal is submitted pursuant to this RFP (Request for Proposal), it shall be presumed by JMF that the bidder has fully ascertained and ensured about its eligibility to render service as a Manpower Service Provider, in the event of the same being selected ultimately to act as such, under the respective governing laws and regulatory regime and that there is no statutory or regulatory prohibition or impediment to acting as such Manpower Service Provider and it has the necessary approvals and permissions and further suffers no disability in law or otherwise to act as such.
- 21) By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient with access to any additional information or to update this document or to correct any



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inaccuracies, therein, which may become apparent, and JMF reserves the right at any time and without advance notice, to change the procedure for the selection of service provider.

- 22) JMF reserves the right to vary/alter/amend the eligibility criteria for the Manpower Service Provider at any time, in its discretion, before the last date of submission of proposals.
- 23) The Service providers shall comply with and abide by such directions that JMF may issue from time to time.
- 24) Once the JMF notifies the successful bidder that its proposal has been accepted, JMF shall enter into separate agreement with the successful bidder and the terms and conditions of provisions of service etc shall be specified therein.
- 25) Any matter relating to the appointment of Manpower Service Provider or the procedure for the appointment of Manpower Service Provider shall be governed by the Laws of Union of India. Disputes, if any arising under the said process shall be subject to the exclusive jurisdiction of courts at Ranchi. Any disputes arising after the signing of the agreement shall be resolved in the manner as mentioned in such agreement.

## **7. OTHER TERMS AND CONDITIONS**

The Manpower services and provision for the required manpower shall be as under:

<b>Location (Premises)</b>	<b>Requirement*</b>
Hotwar Dairy Premises	200
Koderma Dairy	20
Deoghar Dairy	25
Latehar dairy	12
Lohardaga Dairy	4
<b>Total</b>	<b>261</b>

*(Note: The requirement may increase or come down as per organisation's requirement)*

1. The required contract manpower have to be made available during First (A) Shift (06:00-14:00 Hrs), Second (B) Shift (14:00-22:00 Hrs), Third (C) Shift (22:00-06:00 Hrs) and General Shift (09:00-17:00 Hrs). The exact requirement with skill category of labour shall be communicated separately. However, the above number and arrangement of deployment of the personnel is without prejudice to the right of JMF to deploy the personnel in any other number or manner considered to be more suitable by JMF in the interest of the Federation.
2. The agency shall ensure that the manpower deputed are healthy and not more than 45 years of age. The agency will get their antecedents, character and conduct verified. No personnel engaged should be below 18 years of age.
3. The full particulars of the personnel to be deployed by the agency including their names and addresses, shall be furnished to JMF along with copy of Aadhar card and other testimonials before they are actually deployed for the job.
4. The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the JMF at any time without assigning any reason whatsoever.
5. A local representative of Agency shall be In-charge of the outsourced manpower services system and shall be responsible for the efficient rendering of the service under the contract. While working at the



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premises of JMF, they shall work under directives and guidance of Head (Admin & HR), JMF and will be answerable to JMF. This will, however, not diminish in any way, the agency's responsibility under contract to the JMF.

6. A senior level representative of the Agency shall visit JMF premises at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the JMF officer dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.
7. The Agency shall ensure that any replacement of the personnel, as required by JMF for any reason specified or otherwise, shall be effected promptly without any additional cost to the JMF. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the JMF at Agency's own cost.
8. The Agency shall provide reasonably good uniform as prescribed by JMF, to its personnel deployed at JMF at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition.
9. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the JMF/Govt. of India/any State/or any Union Territory.
10. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the JMF.
11. The agency shall obtain the license under section 12 of the Contract Labour (Regulation and Abolition) Act, 1970 from the office of Dy. Labour Commissioner (GoJ) before the commencement of the contract. During the currency of the contract, the agency shall continue to have/maintain valid license under section 12 of the contract labour (R&A) Act, 1970. In case of any default, this contract will be liable to be terminated. The agency is required to provide copies of license and returns submitted to various authorities, under the labour enactment, to JMF regularly.
12. The agency 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 JMF or for any accident caused to them and the JMF shall not be liable to bear any expense in this regard. The Agency 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 JMF for whatever reason. The Agency shall also be responsible for the insurance of its personnel. **The Agency 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 Payment of Wages (Amendment) Act 2005
  - c. The Employees Provident Fund Act, 1952
  - d. The Factory Act, 1948
  - e. The Contract Labour (Regulation & Abolition) act 1970
  - f. The Payment of Bonus Act, 1965
  - g. The Payment of Gratuity Act, 1972
  - h. The Employees State Insurance Act, 1948



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- i. The Employment of Children Act, 1938
- j. The Motor Vehicle Act, 1988
- k. Minimum Wages Act, 1948
- l. The Workmen's Compensation Act, 1923
- m. The Child Labour Prohibition and Regulation Act 1986

13. The agency will give an affidavit and/or undertaking or both in favour of the JMF, to the effect that he shall pay wages to his workers every month and shall also strictly comply with the provisions of the Employees Provident Fund and Miscellaneous Provisions Act and Employees State Insurance Act etc.
14. JMF stands indemnified from any legal or financial issues the bidders may have with its deployed manpower for work. JMF also stands indemnified for any damages/personal injury/death caused to the deployed manpower on account of the negligence of the agency or any person under his control in the discharge of bidder's contract with JMF for supply of High Skilled/ Skilled/Semi-Skilled/Unskilled on Contract basis.
15. The agency is fully responsible for obtaining licenses, insurances of employees, transportation, payment of salaries / wages to all concerned in respect of this contract and the JMF will not be responsible in any manner.
16. The agency has to maintain the following registers(mandatory) under Contract Labour & Minimum Wages Act -
- a. Register of Persons employed (Sec.75)
  - b. Employment Card (Sec.76)
  - c. Service Certificate (Sec. 77)
  - d. Muster Roll (Sec.78)
  - e. Register of wages (Sec.78)
  - f. Register of Deductions for damage or loss (Sec.78)
  - g. Register of Fines (Sec.78)
  - h. Register of Advances (Sec.78)
  - i. Wage Slips ( Sec.78)
17. In the event of any personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve and provide the same under intimation to JMF.
18. As and when JMF requires additional strength on temporary or emergent basis, the agency will depute such personnel under the same terms and conditions. For the same, a notice of two days will be given by the JMF. Similarly, if the personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the JMF shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
19. If the services provided by the agency are found to be unsatisfactory, the same shall be brought to their notice in writing and if no improvement is found within a week's time, then a penalty up to 10% of the monthly payment value may be deducted from the monthly bill. If the agency is not able to provide the services to the satisfaction of JMF,



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the JMF shall be free to get the services from open market at the risk and cost of the Contractor.

20. JMF reserves the right to terminate the contract before the agreed period, by giving 30 days' notice. Similarly, the agency can terminate the contract before the expiry of contract period by giving not less than Two months (60 days) notice.
21. In case of non-compliance of any of the clause/term of the contract/ enquiry/this award letter and the agreement, the JMF will have the right to impose any penalty as deemed fit, and employ staff at the agency's cost and risk and the decision of the JMF shall be final and binding.
22. The JMF shall have the right to ask for the removal of any person of the agency who is not considered to be competent and orderly in discharge of his duties
23. Periodic medical checkup, vaccination and medical fitness certificate of required labours engaged in Dairy Plant is to be arranged and provided by the agency in desired format and cost as per actual shall be reimbursed by JMF
24. The agency shall render the services on the rate contract basis at the contracted rates which includes service charges of the agency, wages & allowances payable to their personnel, premium for insurance of personnel, PF contribution, ESI contribution/ Workman Compensation and any other statutory provisions and liabilities to be discharged by the agency. Only applicable Tax shall be paid extra at applicable rate.
25. The agency shall have to agree to indemnify and keep indemnified the JMF from any claims, loss or damages that may be caused to the JMF on account of the agency's failure to comply with their obligations under the various laws towards their staff/employees employed by them or any loss or damage to JMF caused due to acts/omissions of the agency.
26. The agency is liable to get all its staff/employees insured against any liability arising under the Employees' Compensation Act or under the Common Law. The agency agrees to indemnify JMF against any claim that the JMF may have to meet in respect of their staff members and/or workman/employees on account of any accident or for any other reason.
27. The agency shall also follow the directives and comply with submitting the records before the appropriate Govt. authority and JMF as applicable from time to time.
28. Performance Security:
  - i. Within 45 days of the receipt of the notification of the Award of the Contract from the JMF, the agency shall furnish to the JMF a performance security deposit equal to 8.33% of the Annual contract value (refundable without interest after two months of termination of contract) in the form of Demand Draft or Bank Guarantee shall be furnished at the time of signing of the Agreement.
  - ii. The proceeds of the performance security shall be payable to the JMF as compensation for any loss resulting from the Contractor's failure to complete his obligations under the Contract.
  - iii. The performance security shall be denominated in Indian Rupees and shall be in the form of a Demand draft drawn in favour of the Jharkhand State Cooperative Milk





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Producers' Federation Limited payable at Ranchi or bank guarantee issued by a nationalised or private bank and it should be valid for the entire period of contract.

- iv. No interest shall be paid by JMF for the amount deposited as Performance security with the JMF

29. Notwithstanding anything contained above it is expressly agreed and understood that the JMF at its sole discretion will terminate the agreement in case of following contingencies:

- (i) If the agency fails to execute the work entrusted to the satisfaction of JMF of which JMF shall be the sole judge.
- (ii) If the agency fails to pay the wages to the personnel engaged by them by the 7th day after completion of each month.
- (iii) If the agency fails to discharge their legal obligation towards the personnel employed at JMF premises.
- (iv) If for any reason whatsoever, the agency is not able to perform their part under this agreement for a continuous period of five days or more.
- (v) If the agency commits breach of any of the clauses of the agreement
- (vi) If the JMF is required to pay any damages and/or compensation and/or any payment to their employee/customers/visitors/guests on account of any negligent action on part of the agency.

30. Renewal of the contract shall be considered by JMF on such terms and conditions as shall be agreed upon by mutual consent subject to satisfactory performance of services during the contract period.

31. JMF reserve the right to interpret the terms and conditions of the contract and its decision shall be final and binding.

32. The JMF shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable except to ones mentioned in the tender document.

33. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government.

34. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.

35. The personnel deployed by the agency shall have at least the minimum elementary knowledge of reading and writing.

36. In case of non-compliance/non-performance of the services according to the terms of the contract, the JMF shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.

37. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify JMF 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 JMF premises/facility. Under no circumstances, the staff members and/or the workmen/employees of the agency shall be treated, regarded or considered or deemed to be the employees of the JMF and the agency alone



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shall be responsible for their remuneration, wages and other benefits and service conditions of all the employees deployed by the agency and the agency shall indemnify and keep indemnified the JMF against any claim that may have to be met by JMF towards the employees of the agency, under any prevalent law.

38. The agency shall give an Undertaking for no criminal record of the engaged personnel duly certified by Police.
39. The decision of JMF in regard to interpretation of the Terms & Conditions and the work order shall be final and binding on the Agency.
40. In case of any dispute between the Agency and JMF, JMF shall have the right to decide. However all matters of disputes jurisdiction shall be at the local courts located at Ranchi.
41. In case of any dispute or differences arising under the terms of this work order the same shall be settled by reference to arbitration by a sole Arbitrator to be appointed by Head, JMF. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.
42. Any violation of instructions/work order or suppression of facts will attract cancellation of work order without any reference.
43. The JMF reserves the right to withhold bills, if the contract fails to produce proof for having remitted the ESI/PF dues. The payment for successive month will be released on receipt of the evidence of deposition of ESI/PF in the worker's account for the previous month. If the contractor does not produce satisfactory evidence regarding deposition of EPF and ESI dues, the Client shall withhold payment of the component of EPF and ESI.
44. The Agency shall submit with his monthly bill the following: (a) A detailed wages sheet showing List of workmen with their name, no. of days worked during the month, wages admissible, EPF/ESI deductions, Net amount payable to each employee, signature of workmen for receiving the wages. (b) Copy of challan of the deposition of EPF/ESI in respect of previous month
45. The amount as shown in the challan of EPF/ESI must tally with the total deductions as reflected in wages sheet , falling which the payment on this account is liable to be withheld for which the sole responsibility shall rest with the contractor.
46. Settlement of any disputes arising out of the tender/contract will be subject to Ranchi jurisdiction only. The resolution of dispute, if any; shall be initially settled by way of mutual consultation or if necessary by way of arbitration. The Sole Arbitrator shall be Managing Director, JMF. The award of the arbitrator shall be final and binding on both the parties. Subject to the aforesaid provisions, the Arbitration & Conciliation Act 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause. The venue of such arbitration shall be Ranchi (Jharkhand) and the courts at Ranchi alone shall have jurisdiction regarding any matter arising out of this contract.

**Payment Terms**

- a. The agency will submit a pre-receipted bill, in triplicate, in the name of The Jharkhand State Cooperative Milk Producers' Federation Ltd immediately after making payment to its deployed staff but not later than 7th of each month. The





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bill submitted by the bidder should be duly certified by the concerned officer of JMF.

- b. Bills submitted will be processed and payment will be released within 30 days if found proper as per and subject to the provisions of the contract.
- c. Bills should consist of following documentary evidence for processing further:
  - i. Complete attendance details with muster rolls as per the Labour Act.
  - ii. Proof of payment of Wages for the previous month as per the State's Minimum Wages Act (Theka Shramik Rates).
  - iii. ESI and PF payment Challan Copies/Contribution Statement of previous month to be submitted along with the bills. JMF is very particular about payment of statutory dues to the engaged manpower. Hence, payment of PF/ESIC shall be made by JMF to the service provider only for the manpower for whom challan copy/contribution statement have been deposited along with the bill.
  - iv. Goods & Service Tax Payment Challan copy of previous three (3) months
  - v. All payments will be made subject to Tax Deduction at Source.
  - vi. No advance payment of any kind will be given by JMF to the tenderer.
  - vii. Payments, subject to Tax Deduction at Source (TDS) shall be processed within one month of the submission of the complete documents.
  - viii. Pre-receipted bills may be submitted in triplicate in the name of JMF, Ranchi along with a copy of the receipted delivery challan.
  - ix. JMF reserves the right to deduct amount from the bill towards compensation for unsatisfactory service as provided under the contract.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the work order between JMF and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement, which shall be signed between the JMF & Agency after award of contract.



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**8. PERFORMA OF TECHNICAL BID**

**APPLICATION: TECHNICAL BID Providing Manpower Services to The Jharkhand State Cooperative Milk Producers Federation Limited, Ranchi**

1. Name of Tendering Manpower Service Provider for Manpower Services: \_\_\_\_\_  
\_\_\_\_\_
2. Details of Earnest Money Deposit: DD No. \_\_\_\_\_ date \_\_\_\_\_ of Rs. \_\_\_\_\_  
\_\_\_\_\_ drawn on Bank \_\_\_\_\_
3. A) Name of Tenderer: \_\_\_\_\_  
B) Constitution of the tender ( Private/Public Ltd/ Proprietor etc : \_\_\_\_\_
4. Full Address of Registered Head Office: \_\_\_\_\_  
\_\_\_\_\_  
Landline No. with STD code : \_\_\_\_\_ Mobile No.: \_\_\_\_\_ email id : \_\_\_\_\_  
\_\_\_\_\_
5. Full Address of the Local / Branch Office: \_\_\_\_\_  
\_\_\_\_\_  
Landline No. with STD code : \_\_\_\_\_ Mobile No.: \_\_\_\_\_ email id : \_\_\_\_\_  
\_\_\_\_\_
6. Name & Mobile No. of Authorized Officer: \_\_\_\_\_
7. Name & Mobile no. of authorised person of Local/ Branch Office: \_\_\_\_\_  
\_\_\_\_\_
8. Banker of Manpower Service Provider: \_\_\_\_\_  
(Attach certified copy of statement of A/c for the last Three years)
9. Telephone Number of Banker:- \_\_\_\_\_
10. PAN/ GIR No. (Attach attested copy): \_\_\_\_\_
11. GST Registration No. (Attach attested copy): \_\_\_\_\_
12. E.P.F. Registration No. (Attach attested copy): \_\_\_\_\_
13. E.S.I. Registration No. (Attach attested copy): \_\_\_\_\_
14. 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.



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

Financial Year	Amount	Remarks (If any)
2015-16		
2016-17		
2017-18		

16. Details of Manpower Services contracts handled in the past during last three years:

No.	Client's Name with address, mobile no. & email id	Govt Agency/ Dairy Coop. (Yes/No)	Duration (Month & Year)	Contract value	Total staff engaged	Contract Completed/ Ongoing	Remarks (Any dispute)

*Note: Use separate sheet if required.*

Date:

Place:

Signature of Authorized Person

Name:

Seal :

**DECLARATION**

- I,.....Son/ Daughter/ Wife of Shri\_\_\_\_\_ am the Proprietor/ Director/ Authorised Signatory to sign this declaration and execute this tender document.
- 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.

Date:

Place:

Signature of Authorized Person

Name:

Seal :

**Note: The tenderer needs to submit the following documents with their tender documents:**

- Copy of the license with Regional Labor Commissioner
- Registration under the Contractual Labor Act.
- Registration of establishment under Shops & Establishment.
- Tender Money, in the form of DD of Rs. 500/- (non-refundable) in favour of "Jharkhand State Cooperative Milk Producers' Federation Ltd" Payable at Ranchi, in case the tender form is downloaded from the website.
- EMD (Interest free) of Rs. 50,000/- (Rupees Fifty thousand) in the form DD in favour of "Jharkhand State Cooperative Milk Producers' Federation Ltd" Payable at Ranchi
- Performance Certificate for the last 03 years from the clients to whom the manpower agency provided services.
- Turnover -ITR and certificate duly certified by the CA to be attached
- Client list – preferably professional educational institutes/Govt. Offices/Cooperatives



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**ELIGIBILITY CRITERIA OF BIDDER: - PARTICULARS OF THE BIDDER/TECHNICAL DETAILS**

The Bidder should furnish the details requested for in the format given below:

Sl.N o.	Description of requirement	Yes/No	Page No
1	The firm is registered with the Regional <b>Labour Commissioner (Govt. of Jharkhand)</b> .	Yes/No	
2	Copies of <b>Balance Sheet and P&amp;L A/c</b> for the last 3 years duly certified by CA	Yes/No	
3	Registration certificate of <b>provident fund commissioner</b> enclosed	Yes/No	
4	Copy of Registration certificate/allotment letter of Goods & Service tax number	Yes/No	
5	Copy of PAN No. enclosed	Yes/No	
6	Registration certificate of <b>ESI</b> enclosed	Yes/No	
7	Proforma as per Annex -II containing details of other organization where such contracts were/are undertaken (attach supportive documents)	Yes/No	
8	Labour Commissioner Registration	Yes/No	
9	<b>DD of Rs 1,00,000/- as EMD</b>	Yes/No	
10	Financial/Price bid proforma completed & sealed in separate envelope	Yes/No	
11	List of Arbitration cases (if applicable) <b>Do not leave it blank. If there are no such cases, write "Not Applicable"</b> .	Yes/No/Not applicable	
12**	<b>Undertaking of the agency</b> confirming the availability of adequate manpower of requisite qualification and experience for deployment at JMF.	Yes/No	
13	<b>Acceptance of terms and conditions (as per annexure-III)</b> attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.	Yes/No	
14	<b>Copy of last income tax return (AY 2017-18)</b>	Yes/No	
15	<b>Undertaking by the bidder</b> to the effect that there is no police case pending against the proprietor/firm/parties relating to previous service contracts.	Yes/No	
16	Undertaking to the effect that the workers to be deputed in JMF shall be trained accordingly as per job specified	Yes/No	
17	Undertaking to the effect that the personnel deputed to JMF shall have been screened by police verification.	Yes/No	
18	Undertaking to the effect that sufficient 'leave reserve' of personnel shall be maintained by the Agency.	Yes/No	
19	Proof of earlier completed similar works within last three years with value not less than 1.5 times the amount to be quoted to JMF, duly certified by Chartered Accountant.	Yes/No	
20	Proof of Annual Financial Turnover for a value equal to or more than three times the amount to be quoted to JMF duly certified by Chartered Accountant.	Yes/No	
21	Turnover -Contract Manpower Agency should not have turnover less than Rs. 01 Crore in each of the last two years i.e. 2016-17 & 2017-18. (ITR and certificate duly certified by the CA to be attached).	Yes/No	

**Date**

**Authorised Signatory  
Name & Designation**

**Seal of the Company**



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**PERFORMA OF FINANCIAL BID**

No.	Particulars	Rates offered
1)	Wages per Person	Applicable minimum wages ( <i>Unskilled/ Semi Skilled/ Skilled as applicable</i> )
2)	PF	As per statute
3)	ESI	
4)	Bonus	(8.33%)
5)	Wages for leave	(21 days/ year)
6)	<b>Administrative Service Charges (% of total contract value)</b>	

*\* Bidders are advised to fill only point no. 6 after taking into account all factors of payments s mentioned in the tender document including uniform, incidentals etc..*

Declaration by the Bidder:

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

**Note: Goods and Service Tax (GST) as per prevalent rules shall be paid by JMF, as applicable**

In case of events organised by the JMF the agency shall provide the extra manpower at the prices quoted above only.

**(Signature of Bidder with seal)**

**Name:**

**Seal:**

**Address:**

**Phone No (0):**

**Date:**



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**UNDERTAKING & ACCEPTANCE LETTER BY THE SUPPLY OF CONTRACT MANPOWER AGENCY**

I/We have carefully gone through the various terms and conditions listed in the Tender Form (Technical & Financial Bid) for providing Contract Manpower at Jharkhand Milk Federation (JMF). I/We agree to all these conditions and offer to provide Contract Manpower at JMF. I/We are making this offer after carefully reading the conditions and understanding the same without any kind of pressure or influence from any source whatsoever. I/We have inspected the Medha Dairy Plant (Dhurwa Office Location & Hotwar Location, Deoghar Location, Koderma Location and Latehar Location) and have acquainted ourselves with the tasks required to be carried out, before making this offer. I/We hereby sign this undertaking in token of our acceptance of various conditions listed above.

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

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

Signature of Agency

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Mob: \_\_\_\_\_

Email ID: \_\_\_\_\_



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**9. SELF-DECLARATION BY THE SERVICE PROVIDER ON “NO- BLACKLISTING”**

**(To be given on Company's Letterhead)**

Managing Director

Jharkhand State Cooperative Milk Producers' Federation Ltd  
Near Farmers Training Centre Campus, Sec-II, H.E.C., Dhurwa,  
Ranchi – 834004, Jharkhand

Sir,

In response to tender document no. ....for hiring manpower services for the Jharkhand State Cooperative Milk Producers' Federation Ltd, I /We hereby declare that our Company/ Firm (name) is having unblemished record and is not declared ineligible for practicing corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/ Autonomous Body/ Dairy Cooperative.

I/ We further declare that presently our Company/ Firm (name) is not blacklisted/ debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body/ Dairy Cooperative, on the date of submission of bid.

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.

Signature of Authorised Signatory  
(Name & Seal)

Date:





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**APPLICATION LETTER**  
**(Specimen)**

The Managing Director  
Jharkhand State Coop Milk Producers' Federation Ltd,  
Farmers Training Centre, Sector- II,  
HEC, Dhurwa, Ranchi - 834004

**SUBJECT: TENDER FOR SUPPLY OF HIGH SKILLED/SKILLED /SEMI-SKILLED/  
UNSKILLED MANPOWER ON CONTRACT BASIS AT JHARKHAND MILK FEDERATION**

Dear Sir,

In response to your tender inviting notice for the above-mentioned contract, I/We, a Company/Partnership/Sole Proprietor submit the tender with following particulars:

Sl. No.	Description	Particulars
1	Constitution & Nature of Firm (proprietor/partnership firm/Pvt. Ltd./ Ltd. Co.)	
2	Year of Establishment	
3	Registration Number under applicable act with a copy of registration certificate	
4	Registered Postal Address	
5	Telephone No./ Fax No./ Mobile No.	
6	Email ID:	
7	Branches (if any)	
8	Name & address of Directors/Proprietor/ Partners/ Individual	
9	(a)Name of Bankers &Address (b)Bank Account Number (c)Type of Account (d) IFSC Code	
10	ESI and PF Code allotted by PF Commissioner Govt. of Jharkhand with photo copy of certificate	
11	Registration with Labour dept.	



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Having acquired the requisite information related to the subject work after visit of the site and examining the form of contract, nature, quantum of work as effecting the tender invited by on behalf of the Jharkhand Milk Federation, Ranchi. I/We, the undersigned hereby offer for providing qualified staff as indicated in the Tender Document to undertake to SUPPLY OF HIGH SKILLED/SKILLED /SEMI-SKILLED/UNSKILLED MANPOWER ON CONTRACT BASIS strictly in accordance with the terms and conditions as indicated by you in the said documents.

We also agree to submit the bill on monthly basis and accept the payment to the workers as per the Minimum wages declared by the State Govt. of Jharkhand from time to time. I/We also agree for the compliance of applicable Labour and other Laws in force and other Govt. orders. All workers engaged by me/us would be suitably compensated by me/us complying with Minimum Wages act. All other payment like payments under Workmen Compensation Act etc. shall be borne and payable by me/us. I/We will always keep the JMF indemnified of any claim/damages that JMF, RANCHI have to pay with respect to the service and the deputation of any workers to the JMF.

The JMF reserves the right to reject any or all the quotations or accept them in part or to reject the lowest quotations without assigning any reasons. The JMF further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

I/We further pay and have enclosed Earnest Money amounting to Rs. 1,00,000/- (One lakh only) in the form of Demand Draft/Pay Order drawn in favour of The Jharkhand State Co-operative Milk Producers' Federation Limited at Ranchi along with the Technical Bid which will remain with JMF upto final award of contract. However, no interest shall be payable on Earnest money. Earnest money of successful bidder shall be adjusted against the security deposit.

Thanking you,

Yours faithfully,

Signature of Authorized person  
(Name)