

Engagement of Outsourced Manpower for 150 TLDP Milk Plant at WAMUL,
Panjabari-Guwahati-Assam

TENDER NOTICE



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Purabi





The West Assam Milk Producers' Co-operative Union Ltd.

PURABI DAIRY

Tender Notice

Ref No: -WAMUL/Admin/Manpower/LMP/24-25/01

Date: 20/07/2024

West Assam Milk Producers' Coop Union Ltd (WAMUL) a Milk Union Registered under the Assam Cooperative Societies Act, 1949 and managed by the National Dairy Development Board (NDDB) with a fully automated processing unit for 1,50,000 liters of liquid milk, Now Invites sealed quotations for Engagement of Outsourced Manpower for packaging and processing of Milk and Milk products for Liquid Milk Plant situated at Panjabari-Guwahati.

Interested bidders are requested to submit both the technical and financial bid in a sealed envelope separately. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" and should be placed in a third sealed cover inscribing "Tender for Engagement of Outsourced Manpower at 150 TLPD Milk Plant-WAMUL".

The bids should reach WAMUL on or before 10th August 2024 14.00 hours addressing to "The Managing Director", West Assam Milk Producers' Co-op Union Limited, R. K. Jyoti Prasad Agarwala Road, Juripar Panjabari, Guwahati - 781037".

Schedule of Bidding

Sl. No	Item	Start date & Time
1	Bid Submission Start Date	20-07-2024
2	Bid submission End Date	10-08-2024 14.00 Hrs.
3	Bid opening date (Technical)	10-08-2024 14.30 Hrs.

For any future clarification and/or corrigendum(s) shall be communicated at Purchase Department at WAMUL (Purabi Dairy) Panjabari Office.

Contact: Ph.: 9707013600/8011704917

Email: sandhya@purabi.coop/dhritiman@purabi.coop

- Bidder Information Form: Attached Annexure-I**
- Format of Quotation: BOQ as attached in Annexure: II for *Skilled and Un-Skilled Labour.**
- Scope of Work as attached in Annexure-III**

GENERAL BID INFORMATION:

- **Nature of Service:** Deployment of Manpower for different sections of Liquid Milk Plant i.e. Packaging and Processing (QA Lab, Curd and Lassi Section, Ice Cream, Paneer Cutting, Paneer Processing, Material transfer in LMP and Processing Section Etc.)
- **Required Manpower:** 92 Nos.(Approx.) manpower for packaging of milk and milk products however the required personal may increase or decrease as per the requirement.
- **Superintendence/Overseeing Personal: 1 Nos. Supervisor for 3 Shifts i.e. Morning/Evening/ Night. Total: 3 Supervisors in 24 hrs. (8 hr. shifts)**
- **Location (WAMUL LMP Premises):** West Assam Milk Producers Co-op Union Ltd, R.K. Jyoti Prasad Agarwala Road, Panjabari, Juripar, Guwahati- 781037.



R.K. Jyoti Prasad Agarwala Road, Panjabari, Guwahati- 781 037

E-mail: purabimilk@gmail.com • Website: www.purabi.org, GST No. 18AAAJW0070G1Z6

1. TENDER SPECIFIC TERMS/CONDITIONS AND ELIGIBILITY CRITERIA

- a) The bidder should have at least 1 running contract of providing manpower services to any Agencies/Departments/Reputed Private Establishments/ Industrial/Factory Setup/FMCG within the state of Assam. having a minimum value of Rs.1 Cr (Documentary evidence: Work Order along with invoice copies month wise of running month since inception of order).

Or

- b) The bidder should have at least 2 running contracts of providing manpower services to any Agencies/Departments/Reputed Private Establishments/ Industrial/Factory Setup/FMCG within the state of Assam having a minimum value of Rs.50 lacs for each contract. (Documentary evidence: Work Order along with invoice copies month wise of running month since inception of order).
- c) The bidder should have experience of providing manpower services to minimum 1 FMCG deploying 80-100 outsourced manpower in the last 3 (three) Financial Years i.e. 2020-21,2021-22,2022-23. (Documentary Evidence: Work Orders/GST Invoices/Work Completion Certificate/Work Undertaken Certificate or any other relevant document)
- d) The bidder should have an average annual turnover of not less than Rs.6 Cr. In the last 3 Financial Years i.e. 2020-21,2021-22 and 2022-23 (Documentary Evidence: CA Certified copy having valid UDIN or Audited Balance Sheet of the last 3 F.Y)
- e) The bidder should have a registered office in Guwahati, Assam
- f) The bidder must have permanent account number (PAN) issued by Income Tax Department.
- g) The bidder must have a GST Registration Certificate.
- h) The bidder must be registered with PF & ESI Act (Registration Number to be mentioned)
- i) The bidder must have valid Trade License, Labor License, Shop & Establishment Certificate and Professional Tax Registration Certificate.
- j) The bidder should not have been blacklisted by any State/Central Government Department/PSU/Agency in the past for breach of general or specific conditions of contract, fraudulent, unethical or corrupt business practices. In this regard an up to date affidavit on Non Judicial Stamp Paper from public notary/ legal competent authority is to be submitted.

Note: WAMUL has full right to reject the bid of any agency that has been rendering poor service or rendered poor service during past occasions at WAMUL or any other organization.

2. SCOPE OF WORK: As specified in the attached annexure – III

3. Terms of Reference (TOR)

- i. The contract will be for a period of **1(one) year** the contract period may further extended subject to satisfactory performance during the contract tenure.
- ii. The Labour Contractor/Service provider will not employ any person below the age of 18 years.
- iii. The Labour Contractor/Service provider will furnish the name and background of Supervisor and all the



skilled and un-skilled labours to HR/Admin Department of WAMUL. No personnel skilled or un-skilled shall be replaced without written consent from WAMUL.

- iv. The Labour Contractor/Services Provider will also ensure that outsourced manpower remain detached from influence of local anti-social inhabitants and do not indulge in any political or Union activities.
- v. The Labour Contractor/Services Provider will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, Employees State Insurance, Maternity Benefit and other labour laws in respect of the persons deployed in WAMUL. The service provider will be liable to pay the outsourced manpower at least the minimum wages as per wages fixed under the Minimum Wages Act by O/o The Labour Commissioner, Govt. of Assam by 7th day of every month.
- vi. The agreement will be a commercial agreement and is not of employment. There will be no employer-employee relationship between the WAMUL and Agent's employee as per this Agreement. The WAMUL shall not be liable for any statutory requirement under different labour legislations as far as the employees of the Agent are concerned.
- vii. WAMUL will provide all items that are required for handling milk and milk products i.e. Aprons, Caps, Gloves and Gumboots/Safety Shoes etc. along with registers, stationeries, & torch light (including cells) for Supervisors.
- viii. Accommodation of the Outsourced Manpower will be arranged by the service provider.
- ix. Payment of Overtime/Extra duties should be as per WAMUL's rules.
- x. In case of any Lockdown or any other restriction imposed by the Govt. the service provider/contractor will provide transportation of the workers to ensure smooth functioning of the dairy plant (As milk is considered essential commodity per Government of India promulgated Milk and Milk Product Order (MMPO) 1992 on 9/6/92 under the provisions of Essential Commodities Act, 1955)
- xi. Monthly bills should be supported by copies of deposit challans of PF, ESI of the preceding month, Salary Slips of deployed outsourced manpower along with their bank account details/statement for cross verifications. In case of these contributions being deposited in lot by the same challans certificates on the copies of such challans should be given by the Agent indicating that the contributions in respect of the manpower.
- xii. If any dispute difference arises between WAMUL and the Agency in respect of this agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities, duties of the two parties, the same shall be referred to Sole Arbitrator or an Officer appointed by the Managing Director of WAMUL.
- xiii. The Award of the Arbitrator shall be final and binding on the parties to this contract. In the event of death of arbitrator or arbitrators being unable to act for any reasons, it shall be lawful for the West Assam Milk Producers' Cooperative Union Ltd. to appoint another Arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- xiv. Subject as aforesaid, the Arbitration Act, 1940, and Rules there-under and any statutory modification thereof for the time being the force shall be deemed to apply for the arbitration proceedings under this Clause.



4. **EMD:** The bid security (EMD) of **Rs.1,60,000.00/-** should be paid by Demand Draft in favor of "West Assam Milk Producers Cooperative Union Ltd" payable at Guwahati. The EMD can be forfeited by the Purchaser, if the bidder is not earnest about their bid and withdraw it before the validity period is over. The EMD of unsuccessful tenderers will be returned without any interest, after a decision is taken regarding the award of the contract.

5. **Performance Security** The successful bidder shall furnish to the WAMUL a performance security @10% of the bid value in the form of Bank Guarantee or a Bank Draft from any Nationalized/Scheduled Bank in favor of "West Assam Milk Producers Cooperative Union Limited, Juripar, Panjabari, Guwahati-781037" within 30 days along with the acceptance copy of the agreement and shall be valid till the contract completion period. The Performance Security furnished by the successful bidder will be retained by the office up to the entire contract period and returned within 60 days of expiry of the contract. The PBG held by the office till it is returned to the successful bidder will not earn any interest.

6. **Validity of the Quotation:** Quotation must be valid for 120 days from the due date of Submission. The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

7. Price Bid

7.1 The rates shall be quoted in INR (Indian Rupee) only.

7.2 The GST, if applicable, shall be quoted separately. GST, charges in connection with the services shall be taken into account in evaluation.

7.3 The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be adjusted/amended on any account except in case of statutory changes as per Government notifications from time to time.

7.4 The bidder should submit only one quotation. The bidder shall abstain from meeting/ contacting other bidders in matters related to this bid.

8. Evaluation of Bids

8.1 **Technical Evaluation:** The first cover of the bid i.e. the technical cover will be evaluated as per eligibility criteria that contains all relevant details and documents to confirm bidder's eligibility criteria as referred in Pages 5-6 of the SBD. Technically qualified bidders shall be notified of the date of opening of financial bid.

8.2 **Financial Evaluation:** The Purchaser will evaluate and compare the bids determined to be substantially responsive i.e. qualified in the 1st cover (Technical) and are:

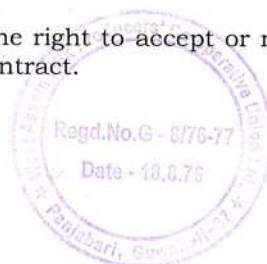
- Properly signed and furnished with supporting documents
- Conforming to the terms and conditions and submission of relevant details and documents as cited above.
- Meeting the criteria of least quoted rate as specified in the format of quotation at Annexure-II.

d) The evaluation shall be made for the complete set of requirements as described in the tender.

9. Selection and Award of contract:

WAMUL will award the contract to the bidder whose quotation has been determined to be substantially responsive, conforms to the eligibility criteria, other terms and conditions and who has quoted the lowest evaluated quoted price. The acceptance of a tender will rest with WAMUL which does not bind itself to accept the lowest tender.

9.1 Notwithstanding the above, WAMUL reserves the right to accept or reject any bid and cancel the bidding process at any time prior to the award of contract.



9.2 The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the quotation validity period.

9.3 WAMUL if so required in the interest of efficient functioning of the outsourced manpower may appoint two (2) contractor's/service providers for the aforesaid contract and the final segregation of works will be intimated at the time of issuance of the order.

9.3 The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the quotation validity period.

10. **Cancellation and Rejection of Contract:** WAMUL shall be free to cancel the contract if the service provider is not able to comply to the terms and conditions laid down in the agreement by giving three months' prior notice to the Service Provider.

11. For any dispute/legal issues, the jurisdiction will be at Guwahati only.

Quotation can be submitted in person on or before the due date and time specified above. Such quotation should be dropped in the tender box only kept at the Office of the "West Assam Milk Producers Cooperative Union Limited, Juripar, Panjabari-Guwahati-781037"

Alternatively, the bidder can submit the quotation by registered post so as to reach the above address on or before the due date and time specified above. Quotation received after due date and time will not be considered and WAMUL shall not be liable or responsible for any postal delays.

The completed Tender document duly signed on all the scanned signed pages by WAMUL should be submitted by the bidder-along with the offer letter.

**Sd/-
Managing Director**



Annexure-I

(Bidder information form)

Details of the agency interested in providing outsourced manpower at LMP-WAMUL

1. Name of the Company/Firm/Agency :
(Attach Certificate of Registration)
2. Name of the Proprietor/Director of
Company/Firm/Agency :
3. Full Address of Reg. Office with Reg.No. :
4. Telephone No. :
5. Fax. No. :
6. E-Mail Address :
7. PAN/GIR/TIN No.(Attach Attested Copy) :
8. Labour Reg.No. (Attach Attested Copy) :
9. GST Reg.No. (Attach Attested Copy) :
10. E.P.F Reg.No. (Attach Attested Copy) :
11. E.S.I Reg.No. (Attach Attested Copy) :

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Annexure-II			
Sl No	Pay Structure for Skilled and Unskilled Manpower for various section	Unskilled Manpower: 8 Hrs-6 days/Week	Skilled Manpower: 8 Hrs-6 days/Week
1	Basic Pay should comply Min Wages		
2	Fooding Allowances		
3	House Rent		
4	Fixed Conveyance		
5	VDA		
6	Bonus (As per Bonus Act)		
7	Total Gross		
8	PF Employee 12 %		
9	ESIC Employee (0.75%)		
10	Professional Tax		
11	PF Employer (13 %)		
12	ESIC Employer (3.25% of Gross)		
13	Total (Rs)		
14	Agency Charge should not be less than 10%		
15	Total Monthly Cost		
16	GST @ 18%		
17	Grand Total incl. GST & all/employee		
A.	Total cost for providing 88 Nos. of Unskilled manpower/month incl. GST & all		
B.	Total cost for providing 4 Nos. of skilled manpower/month incl. GST & all		
C.	Total Monthly Cost: (Unskilled 88Nos+ Skilled 4 Nos)		
D.	Total Yearly Cost: (Unskilled 88Nos+ Skilled 4 Nos)		



Annexure - III

Primary Scope of Work

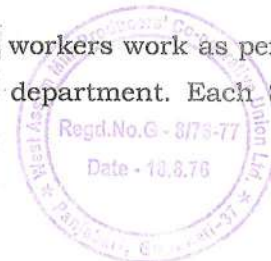
- Deployment of manpower/labor at milk and milk processing activities as per instruction by section in-charge.
- Arrangement of Raw Material (RM)/ Packing Material (PM) on shop floor from central store.
- Maintaining of G.M.P (Good Manufacturing Practice) and personal hygiene.
- Ensuring that the cleaning of cans, section equipment's and machine is done regularly under the supervision of the labour supervisor and section in charge.
- Cleaning and sanitization of equipment/milk cans and shop floor area.
- Cup filling and cup shifting to incubation, pre cold room and cold room during their assignment of work.
- Preparation of batches as instructed by section in-charge(eg; solution of sugar, SMP and butter)
- Paneer coagulation, block deeping, transferring to cold room and finally paneer cutting and packaging.

Other Specification:

- All workers should be minimum 10th Pass.
- All workers deployed at WAMUL should be above 18 years of age.
- All workers should have Identity and Address proof that are to be provided to HR/Admin Department of WAMUL before deployment.
- All workers should have a police verification done and the copy to be submitted to HR/Admin Department of WAMUL before deployment.

Primary Role and Responsibility of the Labour Contractor:

- The Labour Contractor shall assure that the documents of all workers deployed at WAMUL be submitted to HR/Admin department and all workers shall necessarily be cross-examined by HR/Admin Head before deploying them in the plant.
- A shift wise one Supervisor shall be assigned by the Contractor, who shall arrange and supervise the workers assigned for all the work places from time in time.
- The Labour Contractor have to take special responsibility to maintain the presence of workers at the time and number stated to him. For this work the labour contractor/Supervisor will have to coordinate the work with the concerned section incharge or shift incharge.
- The Labour Contractor/Supervisor shall ensure that the workers work as per the work shift wise chart annexure prepared by the production department. Each Shift Wise



Attendance Sheet should be submitted by the Labour Contractor/Supervisor to the Security Department for easy entry process of workers.

- The Labour Contractor shall take special care that no situation arises where work is stopped or reduced due to absence of workers in any shift. For this, your personal presence or the presence of a responsible supervisor appointed by you on your behalf is essential. In his/her absence, the Labour Contractor shall have to resolve the situation himself/herself by being present.
- The workers employed by the Labour Contractor have to punch their attendance in the Biometric Machine. The Labour Contractor/Supervisor will regularly prepare a list of workers to be placed on duty for each shift before the start of the shift.
- The Labour Contractor shall pay wages to the workers as per the Labour Act and the minimum wages fixed by the Government.
- All workers must have identity card and uniform. If the workers are seen without uniform or bringing or using android mobiles during work, then WAMUL shall deduct penalty from the monthly bill of the contractor. If any official of the Government or WAMUL comes for random checking of the plant premises and if the workers or supervisors do not have identity cards, strict action shall be taken against the worker including fine. The Managing Director, General Manager, Production Head, HR Head, Head-Administration or other authorized person of the WAMUL may at any time demand the identity card from the workers engaged for the job work.
- The Labour Contractor/Supervisor shall ensure that no jewellery is worn inside the plant premises.
- All the workers under the control of the Labour Contractor shall not be allowed to eat tiffin/Lunch in the production department of the union. No milk and any milk products of WAMUL should be consumed during meals. If found a penalty will be charged from your monthly bill.
- If there is any loss or interruption in the dairy production process due to any issues raised with the officials of WAMUL, then the management of WAMUL will conduct an impartial inquiry and give their decision. If it is concluded that the situation has arisen due to the incompetence or questions of workers or supervisors under the Labour Contractor, then WAMUL has the right to withhold the current bill for that month until such issues are resolved.
- All the work assigned to the workers shall be continued even on public holidays or festivals and if there is any interruption in the work, then any recovery may be deducted from the bill of the Labour Contractor. Completion should be done according to the



quality otherwise, the contractor's performance may result in rejection and compensation for the loss caused due to it.

- The Labour Contractor shall not replace the employed workers without reason or due to your personal queries without taking the permission of Production Head/Admin Head/HR Head of WAMUL.
- The Labour Contractors/Supervisor will ensure that workers who are not at work do not enter or move around the dairy premise unnecessarily. For any reason, in special cases, when such incidents happen or if the union delays payment to you, in such cases, you have to pay your workers in your own way.
- If there is any complaint regarding the cleanliness and hygiene, the management is liable to take necessary action.
- If any worker employed by the Labour Contractor is found involved in if teasing, sexual harassment or harassment of any nature, the Management shall take strict action against the guilty.
- The Labour Contractor/Supervisor shall ensure that no worker is involved in consuming drugs, paan/gutka, alcohol or any such substance inside the premises. If any worker employed by the Labour Contractor is found doing so, the Labour Contractor shall be penalized and strict action shall be taken against the guilty.

