Tender for Job Contract for Deployment of a Light Vehicle for Use of Purchase and Bulk Vending Sections.

Ref: PUR/TENDER-068/BV & PUR/SM  Date 19.11.18

Tenders are invited for two years job contract for Deployment of 1 no. Light Vehicle, for use in Purchase Section and carrying Bulk Vending maintenance materials to our Milk outlets, and for clearing and transportation of materials from different suppliers, transporters' godowns, etc. in and around Kolkata and its suburbs.

Interested bidders are requested to download all the tender documents from 'wbtenders.gov.in' from 19.11.18 to 03.12.18. Tender fee & EMD have to be submitted on line. Tender offer may be uploaded upto 03.12.18 till 2 PM. Tender will be opened on 05.12.18 at 2 PM at the address mentioned above.

The Tender fee of Rs. 1050/- (including GST) & EMD of Rs. 30,000/- (paid on line) should be in favour of 'WBCMPF LTD, MOTHER DAIRY CALCUTTA' payable at Kolkata.

Chief General Manager reserves the right to accept any or reject any or all offers without assigning any reason what-so-ever.

Chief General Manager
Mother Dairy Calcutta invites your quotation for two years’ job contract for Deployment of 1no. Light Vehicle, for use in Purchase Section and carrying Bulk Vending maintenance materials to our Milk outlets, and for clearing and transportation of materials from different suppliers, transporters' godowns, etc. in and around Kolkata and its suburbs.

Your rate shall remain valid for the two years. Rate shall be firm for entire execution of Work Order and no escalation of rate on any ground whatsoever shall be applicable during the contract period.

**Essential conditions for filling the quotations:**

You are required to upload the self-attested photocopies of the following without which your quotations will be considered invalid (However, as per requirement of the Dairy authority you shall produce the original for verification, at any time):

i. PAN.
ii. Current and valid Trade License.
iii. Partnership Deed (for Partnership Firm) or Articles of Association and Memorandum (in case of Company).
iv. GST Registration no.
v. P.F. Registration no.
vi. ESI Registration no.
vii. Details of the vehicle offered enlisted on a separate sheet.

Tenderers are requested to upload the Tender Document (including General Terms and Conditions and Wages & Benefits List), BOQ duly signed and official stamped on all the pages as a token of acceptance.

All the enclosures are mandatory.

Offers should be submitted along with tender fee of Rs. 1050/- & Earnest Money Deposit of Rs. 30,000/- by in favour of “WBCMPF Ltd., Mother Dairy Calcutta” (paid on line). Earnest Money will be forfeited in the event of failure/refusal to accept the work order, if selected.

Quotations submitted by Fax, e-mail, etc. shall not be accepted.

In case the successful bidder refuses to accept the Order after finalization or does not provide necessary vehicles within 15 days of date of issue of concerned Letter of Intent (LOI) referring the finalized rate, terms and conditions, Earnest Money/Security Deposit will be automatically forfeited.

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After selection, the successful bidder (hereinafter called Contractor) shall be required to submit self-attested copies of the blue books of the vehicle deployed along with the following valid documents issued against the said vehicles:

i. Vehicle Registration Certificate.
ii. Insurance.
iii. Tax Token.
iv. Road Permits.
v. Smoke Emission Certificate.
vi. Certificate of fitness.

If selected, the successful bidder shall pay the Dairy Rs.70000/- (Rupees Seventy thousand only) as Security Deposit by way of Bank Draft in favour of 'WBCMPF LTD, MOTHER DAIRY CALCUTTA' payable at Kolkata for the due performance and observance of various terms and conditions of the Work Order to be issued. The said Security Deposit is liable to be forfeited in case of any breach of terms of the said Work Order. Security Money will not bear any interest.

Mother Dairy Calcutta shall retain security money till the contract is in effect in its full term, and it will bear no interest. The money shall be refunded on completion of the contract on receipt of application for refund along with original money receipt. Dues, if any, shall be recovered from the security money. The security money will be forfeited in event of failure/ refusal to abide by terms and conditions of the contract.

**General Terms and Conditions:**

The vehicles offered shall be of 2010 model or onwards only. No offer shall be accepted if the date of manufacture of vehicle is before 2010. The vehicles should have a carrying capacity of 1600 kg. The vehicle shall be covered with Tarpaulin/metal sheet over a structure. Vehicle shall be maintained in tip-top condition during the period of contract, failing which use of vehicle may be suspended by Mother Dairy Calcutta till such time the vehicle is made presentable and roadworthy. During such period of suspension, penalties shall be levied as per rates mentioned below.

The vehicle will be used for minimum 08 hours to 12 hours a day and 6 days a week. The vehicle will be used by our Bulk Vending Department/Purchase Department as the case may be. The same vehicle shall not be allowed to use for any other purpose in the Dairy (like distribution of Milk, dairy products etc.). No alternate/conditional offer will be considered.

The vehicle may be required on Sundays/holidays and in such cases proportionate amount of daily rate shall be paid extra.
The Dairy shall pay a fixed consolidated monthly service charge irrespective of distance covered by the vehicle and other expenditure made on the road to be used for Purchase & Bulk Vending department. Maintenance of the vehicle including fuel, lubricant oil etc. shall be provided by the contractor. Contractor will bear all responsibility of Driver & Helper.

Though rate once finalized shall remain firm and effective without any escalation over the period of the contract.

Wages and benefits payable to the engaged Driver & Helper is also enclosed herewith for ready reference of the bidders. If any changes of wages & benefits during the contract period the difference amount will be reimbursed at actuals, through issuance of revised and altered contract thereof.

The contractor shall deploy one semi-skilled (Driver) and one un-skilled (Helper) in order to fulfill the contract job.

**The nature of work for Bulk Vending Department is as follows:-**

a) The vehicle will be required 3 days a week for carrying Bulk Vending materials like C.V. Units, small quantities of cement, stone chips, sand, chilling units, tools, tackles, cleaning materials like caustic, chlorine, teepol etc. as per direction of the Bulk Vending Department and returning the remaining materials to the Dairy in the evening after completion of job. The vehicle will not be used in 3 National holidays and 1st May.

b) Working hours of the vehicle shall be according to the convenience and requirement of the Dairy. Normally the vehicle shall report at Bulk Vending Department by 9.00 a.m. with driver and helper. Reporting time may be changed if required. The vehicle may also be required any time between 6 a.m. and 9 a.m., if necessary. Penalty shall be imposed @ Rs. 150.00 per hour or part thereof for late reporting. The vehicle shall not be utilized if the same reports after 11.00 a.m. and vehicle will be marked absent and penalty shall be imposed @ Rs. 1000.00 for every such occasion.

c) The vehicle may be utilized for our City/Dankuni Office according to the requirement of the Dairy and the nature of job, and duties may be changed if considered necessary by the Dairy.

d) The Contractor shall extend all co-operations for loading and unloading of materials.

e) The vehicle may be utilized to transport cold chain support like deep freezer, visicooler etc. from city office/Dankuni to different places an returned back to Dairy/city office.
The nature of work for Purchase Department shall be as follows:-

a) The vehicle shall be required for 3 days every week for clearing, collection and transportation of various materials as per the direction of Purchase Department. Beside above, day-to-day follow-up should be done in connection with the procurement of materials. To do this job on day to day basis, a total team of Driver and helper will be required and for any shortcoming, vehicle will not be utilized for such day/ days and marked absent. Penalty will be imposed @ Rs. 1000.00 per day besides deduction of daily rate. The vehicle will not be required on 3 National holidays and 1st May.

b) The vehicle shall report at Purchase Department by 9.30 a.m. with driver and helper. Reporting time may be changed if required. Penalty shall be imposed @ Rs. 150.00 per hour or part thereof for late reporting. Vehicle shall not be utilized if the same reports after 10.00 a.m. and the vehicle will be marked absent and penalty will be imposed @ Rs. 1000.00 for every such occasion, besides deduction of proportionate amount of daily rate.

c) The contractor shall ensure collection of all the delivery orders, consignment notes and cheques from Purchase Department for collection of the materials from respective suppliers, transporters, etc.

d) The contractor shall arrange to collect/clear the materials and ensure necessary follow-up as per the direction of the Purchase Department and transfer all the materials to our Mini Stores in the evening. All the Memos, Challans, etc. shall have to be stamped by the Security Department at our Main Gate and transfer of materials to Mini Stores shall be done in presence of the Security personnel with proper acknowledgement from them.

e) The contractor shall ensure proper supervision in receiving the materials correctly, their safe transportation upto the Dairy and ultimate transfer to Mini Stores as already mentioned.

f) The contractor shall arrange loading and unloading of all regular materials. The Dairy shall not pay loading and unloading charges and the contractor will arrange every thing in this regard.

g) For heavy materials like cement, steel, lubricants etc. weighing more that 1600 kg, separate vehicle shall be arranged by the contractor in consultation with the Dairy and actual charges for such vehicles shall be paid by us.

Other Conditions:–
The contractor shall maintain 2 sets of log books, one set for each department for alternate months. The Dairy shall provide the log books.
Workmen engaged by the contractor should be covered under ESI, self attested documents towards coverage & payment to ESI have to be produced along with the bill, without which the same shall not be cleared. In case of non- submission of the documents, ESI contribution per rata shall be deducted from the bill.

Payment shall be made within 30 days after receipt of monthly bills duly certified by the competent authority subject to fulfillment of all statutory obligation. The monthly bill produced will be cleared for payment only after submission of satisfactory evidence of ESI etc. and statutory liability with the appropriate authority duly certified by competent authority. In case of non submission of these document, ESI certification as per rule shall be deducted from the bill.

The contractor shall remain completely responsible for proper replacement/ compensation to the Dairy for loss/ damage of any materials.

The contractor shall make necessary arrangement for engagement of Driver, Helper etc, at his/ their own cost to run the vehicle for the purpose of the Dairy. The contractor will also remain responsible for any injury of the engaged personnel arising out of any accident etc. and keep the Dairy free from any liability.

If at any time the contractor or his vehicle/personnel is found involved in any unlawful act/theft/smuggling of Dairy's properties, the Dairy reserves its right to make appropriate recovery from the contractor and also penalize the contractor as mutually agreed. In case of repetition of such incident by the contractor more than thrice within the contract period, the Dairy shall have the right to terminate the contract without prior notice besides recovery of all losses/damages.

The contractor shall obtain all necessary licenses as required to run this business, shall be entirely responsible for the payment of dues to his persons as per regulation in force and shall remain fully responsible for complying with all the statutory obligations as applicable from time to time and will keep the Dairy indemnified for and in respect of all his acts/omissions.

The contract can be terminated/discontinued by either party by giving clear 30 days notice in writing. The notice will be deemed to have been received if dispatched by registered post at the address mentioned by the contractor.
The contractor shall not transfer partially or fully the benefits of the contract to any individual/firm/company at any time within the contract period.

The contract shall be a purely commercial contract and not one of the employments. So under no circumstances, the contractor and/or his servant, employee, agent will be the servant, employee, agent of the Dairy and therefore the contractor and/or his servant, employee, agent shall not be entitled to rights, privileges, benefits etc. which are extended to the employees of the Dairy.

Mother Dairy Calcutta reserves the right to extend the contract for a further period of 3 months at the same rate, terms and conditions after the expiry of the contract period. The contractor shall continue the Job contract in same terms & condition.

If any clarification is sought regarding submission of Quotation, bidders may contact our In-charge (Purchase) and/or In-charge (BV) at our Dankuni Plant on any working day.

The Chief General Manager reserves the right to accept any or reject any or all offers without assigning any reason whatsoever. The Chief General Manager also reserves the right to amend/alter the contract during the contract period if needed.

**Arbitration clause:**

If any dispute or difference shall at any time arise between the two parties in respect of this agreement or concerning anything herein contained or arising out of this agreement, or as to the rights, liabilities or duties of the said parties hereunder, or as to the recovery of any amount, the same shall be referred to the sole arbitration of Managing Director, West Bengal Co-operative Milk Producers Federation Limited, Block LB-II, Sector-III, Salt Lake City, Kolkata 700098. The decision of the Arbitrator shall be final and binding on the parties. The Honorable High Court at Kolkata shall have the exclusive jurisdiction as regards any dispute/arbitration under these terms irrespective of any jurisdiction clauses mentioned subsequently in other place(s). The arbitration proceedings should be governed by the provision of the Arbitration and Conciliation Act, 1996 and rules made there under of any amendment or statutory modification thereof for the time being in force.
Mother Dairy Calcutta
P.O. Dankuni Coal Complex, District Hooghly (W.B.) Pin: 712 310.

Wages and Benefits List

Persons to be engaged by the contractor for Purchase/Bulk Vending work w.e.f. 01.04.2018 will get the following wages & other benefits :-

<table>
<thead>
<tr>
<th>Daily Wages</th>
<th>Rate (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drivers' wages rate</td>
<td>Rs. 351.00/day</td>
</tr>
<tr>
<td>Helpers' wages rate</td>
<td>Rs. 334.00/day</td>
</tr>
</tbody>
</table>

Note: To arrive at the monthly rate of wages daily rates of wages shall be multiplied by 26.

Dearness Allowance (D.A) 100% of daily wage.

Payment to be made on or before 7th of the following month from the payment counter.

Weekly off: To be given.

Leave : Earned Leave

The contractor's workmen who will perform duty in 240 days in a year (12 months) of the contract period shall be entitled for 18 days Earned Leave (EL) for those 12 months of the contract period. The contractor's workmen who will perform duty less than 240 working days shall be entitled for Earned Leave on pro-rata basis of the actual working days.

The excess consumption of EL if any, shall be recovered in cash from the first month's pay bill on the following year by the same contractor, or other contractor who get the job contract and whom the concerned workman will be engaged.

Festival Leave
10 days leave with pay in a year inclusive of 3 National Holidays & 1st May. Since it is not essential work the contractor should allow its driver/helper to avail the national holidays and 1st May as holidays.

P.F. : To be given as per statute.

E.S.I. : To be given as per the statute.

Other Benefits for one year per head:-

Rain Coat : 1 pc. in a year in April (Rs. 219.00).
Sweater  :  1 pc. in a year in Oct. (Rs. 250.00).

Rubber Ankle Shoes  :  1 pair (Duck Back brand) in the month of June per head/year. (Rs.394.60).

Leather Shoes: 1 pair (Rs. 265.00) in the month of January per head/year.

Monkey Cap  :  1 pc. in a year in October (Rs. 39.00).

Soap  :  2 pcs. Lifebuoy soap per month(Rs.25.75 per/pc.)

Uniform  :  2 Sets of uniform consisting of 2 trousers and 2 full shirts of approved colour terry cotton cloth will be given on the first month of contract period. The cost of the Uniform including stitching charges etc. will be maximum of Rs.1100.00 per head.

Identity Card: To be issued by the contractor, positively in the first month of tender year.

Canteen  :  Can avail the canteen of Mother Dairy Calcutta.

The driver engaged for the job shall be entitled to Rs.11.00 as special allowance when they will perform duty beyond eight hours continuously in a day.

Canteen facilities:-

Cash equivalent to the subsidy amount (at present Rs.5.50) of food allowed to regular employees will be paid. In case of any higher revision the same shall be applicable to the contractor's workmen.

Night duty allowance:-

Contractor's workers who will be required to perform night shift duty shall be paid night duty allowance @ Rs. 5.00 per night of attendance. Night allowance of contractor's workers will be increased if night allowance of permanent workers be increased.

House Rent Allowance:-

Contractor's workers shall be entitled to HRA @ 10% of earned wages only as per the provisions of the payment of West Bengal HRA Act.

The contractor workers shall be subjected to disciplinary action including termination of engagement by contractors in case they are found guilty of theft, dishonesty, misbehaviour, assault, refusal to work etc. in the place of work or outside in connection with the work. Provision of model standing orders shall be applicable for them.

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Contractor's workers must punch their attendance card 'IN' & 'OUT' as shall be allotted by the contractors before start of work and the end of the shift as per the notified shift timings by the contractor.

Deduction shall be made from the wages of the contractor's workers by the contractors in case they leave the dairy/normal place of work before end of the normal duty hours. The contractor shall have to provide attendance card to his workmen at his cost, in discussion with P&A Section.

The report of the contractors shall be considered for assessing the performance of the contractor's workers as and when required specially in case of release of annual increment in due course of time.