



BENGAL CHEMICALS & PHARMACEUTICALS LTD.

(A Govt of India Enterprise)

B.T ROAD, P.O PANIHATI, KOLKATA 700114.

PHONE NO: (033) 2553 1234/1924/4541

FAX NO: (033) 2553 2017

TENDER NOTICE

REF NO: PH/14/PUR/2013 date 01.06.2015

Sealed quotations are invited from eligible registered & licensed Manpower supplier firm with Labour Department of any State Govt./Central Govt. for supplying of manpower for various services on contract basis for a period of one year initially. Quotations for providing the manpower on hire to BCPL, Panihati, to be submitted in sealed envelope super scribed with **"Tender for Supplying of Man Power Services"** and should be addressed to the Purchase Department. 'Technical' & 'Financial' bids should be submitted separately in the respective envelopes superscribed properly, viz. **"Technical bid for Supplying of Man Power Services"** and **"Financial bid for Supplying of Man Power Services"** and both of them may be sealed under a single envelope superscribed with "Tender for Supplying of Man Power Services".

The quotation is to be dropped in the Tender Box placed at Panihati fy or to reach this office on or before **18.06.2015 by 02:00 p.m.** which will be opened on the same **day at 04:00 p.m.** and the financial bids of only the technically qualified bidders will be opened on **20.6.2015 at 11:00 a.m.** in the presence of the bidders or their authorised representative(s) who wish to remain present.

Terms & Conditions:

1. The manpower supplying Firm/ Agency should be registered and possess valid Trade License issued by the competent authority for running and maintaining the supply of manpower in compliance with the statutory norms.
2. 'Technical' & 'Financial' bids should be submitted separately in the respective envelopes superscribed properly, viz. **"Technical bid for Supplying of Man Power Services"/ "Financial bid for Supplying of Man Power Services"** and both of them may be sealed under a single envelope superscribed with **"Tender for Supplying of Manpower Services"**.
3. BCPL PANIHATI requires manpower supplier firm to supply the manpower as detailed in **Annexure-III**.
4. Interested manpower supplier firms may quote their rates for engaging manpower on job basis [plus service charges, if any, in percentage on manpower rate] to be employed by him. All the liabilities of supplied manpower directly or indirectly will be sole responsibility of the manpower supplier firm. All statutory liability as applicable from time to time will be the responsibility of the manpower supplying agency/ firm.
5. Earnest money deposit of **Rs.10000 /-(Rupees Ten thousand only)** should be made in favour of Bengal Chemicals & Pharmaceuticals Ltd, payable at Kolkata by D.D. Tenders not accompanied with required EMD shall be summarily rejected.
6. The EMD deposited in favour of Bengal Chemicals & Pharmaceuticals Ltd, shall be converted as security money, and will be refunded to the tenderer after one month of termination of contract.

Sanjay Ghosh

- 6.i. The Tender must be submitted in the prescribed form duly filled in (in figures and words wherever required) and complete in all respect. The Tenderer must sign on each and every page of the tender documents.
7. The manpower supplier firm must fulfill all conditions required under Contract Labour Regulation and Abolition Act.
8. The manpower supplier firm shall be governed by the laws of India and interpretations in the accordance with such laws.
9. BCPL will not be responsible for any dispute of manpower supplied and the manpower so provided shall not in any way be the employees of BCPL.
10. The manpower supplier firm will submit a certificate regarding Income Tax paid for the last financial year.
11. The payment[s] to be made to the contractor are subject to deduction of tax[s], cess, etc. leviable by any Government as per rules imposed from time to time and will be made after the completion of every month of doing the assigned work.
12. The manpower supplier firm will be responsible for making the payment directly to the supplied manpower; since there may be delay in releasing payment by BCPL to the Firm/ Agency due to contingencies, payment of wages to the Staff by the agency should not be linked with receiving of payment from BCPL and the contractor/ agency shall pay the wages to his Staff deployed/ engaged at BCPL by 07th of every month.
13. The manpower supplier firm should have experience of at least 10 years to supply the manpower to the Government/Semi government Institutions or big/ renowned organizations for the various jobs and should have engaged at least one similar single work in last three financial years (i.e. current year and three previous financial years).
14. The contract will be for one year in the first instance. However, the contract may be renewed/ extended on the same/ mutually acceptable terms & conditions subject to satisfactory performance of the contractor.
15. The manpower supplier firm shall be responsible for all injuries and accidents to persons employed by him. The workmen shall be insured against personal accidents arising out of and during the course of their duties.
16. In the event of injury, illness or mis-happening to any worker/ manpower, BCPL will not be liable to pay any compensation. The insurance cover shall include the liability under the workmen's Compensation Act.
17. The Service Charges will be primary criteria for evaluation of financial bid [ref. Annexure-III].
18. The manpower supplier firm shall have to engage the required number of manpower and in case required number is not available on any day, without proper acceptable reasons BCPL can impose penalty on manpower supplier firm as it thinks fit.
19. The manpower supplier firm shall in no case pay its employees less than the minimum mandatory rates per month in accordance with the **Minimum Wages fixed by the Government of W.B** and a record of that should be kept in a register, which may be made available for examination to BCPL as and when demanded.

[Handwritten signature]

20. The manpower supplier firm shall not appoint any sub company/agency to carry out any obligation under the contract.
21. The manpower supplier firm shall maintain a daily attendance register including the number and names of the workers engaged in the office for works as per scope of the contract.
22. The Firm/ Agency shall abide by all the law of land including Labour Laws [PF, Income Tax, Service Tax or any other extra taxes levied by the Government], Companies Act, TAX deduction liabilities, welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the contractor and it shall not involve BCPL in any way whatsoever. BCPL shall in no way be responsible for any default with regard to any statutory obligation. Compliance of these provisions shall be ensured at the time of making monthly payments.
23. The timely payment of Employers' and Employees' contribution toward EPF & ESI at scheduled rates will be the responsibility of the Contractor. The Contractor shall be responsible for the payment of wages and allowances of his deployed staff members as per Minimum Wages in force, and all statutory dues [PF, ESI, etc.] to the persons engaged by him for providing the manpower services. BCPL shall in no way be responsible for any default with regard to any statutory obligation related to the manpower deputed by the agency/firm.
24. If the contractor wants to rescind the contract voluntarily or otherwise, he is required to give a notice of at least 60 days failing which the amount of security deposit including any other dues will be forfeited from him for making alternate arrangement till the new contract is assigned to the other party.
25. If the contractor repeatedly violates the terms and conditions of the contract or fails to supply required number of manpower despite BCPL having served him proper notices, the contract shall be liable to be terminated and security so deposited shall be forfeited.
26. The manpower supplier firm shall have certificate from Income Tax Officer of tax exemption otherwise income tax at the rate as applicable as per Income Tax Rules shall be deducted at source.
27. The manpower supplier firm shall submit a copy of Labour license.
28. In case of any damage or loss caused to BCPL property by the manpower supplied, the same shall be charged from the manpower supplier firm.
29. The loss caused to BCPL on account of negligence/derelection of duties by the employees of the manpower supplier firm, shall be established after a joint enquiry comprising the representatives of BCPL and manpower supplier firm, and BCPL shall be within its right to make it good from the manpower supplier firm.
30. The normal working hours shall be Monday to Saturday from 09:00 AM to 05:00 PM with half an hour lunch break. However the timing may be changed at the discretion of BCPL from time to time. In case of exigency the manpower can be deployed beyond normal duty hours.
31. The deployment shall be as per actual requirement to be decided in consultation with the manpower supplier firm and any increase/decrease in the actual deployed strength shall increase/reduce the payment to be made proportionately.
32. In case of disputes for nonpayment of wages to the supplied manpower or any other disputes, the payment due to the manpower supplier firm can be withheld till settlement of the disputes by BCPL or on the order of the court of law.

Sanjay Singh

33. The Agency/ Firm shall at all times be responsible to maintain all types of liabilities under Workman's Compensation Act/Fatal Accident Act, Personal Injuries, Insurance Act and/or their Industrial Legislation from time to time in force.
34. **Payment will be made on monthly basis after necessary deduction (TDS/ST,etc., if any), as applicable.**
35. The contract for providing of Manpower Service shall be commercial contract; there shall be no employer employees relationship between BCPL and the Manpower Supplying Agency/ Firm or the manpower supplied by the Manpower Supplying Agency/ Firm. .
- 35.i. The tenderer should have the requisite license / registration / clearance including PF and ESI, which should be duly supported with attested copies of certificates / registration / license / challan etc.
- ii. Unit a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to by and between us and indicated in the Letter of Acceptance of my/our offer for this work.
- iii. All statutory taxes and liabilities levied/livable by the Central & State Govt. or any other statutory from time to time shall be borne by the contractor and the rate shall be inclusive of tax liabilities.
- iv. BCPL authorized official(s)/representative shall have the authority and right to advise the tenderer to remove or replace any manpower whom he/they consider/s incompetent, unsuitable or otherwise.
36. Notwithstanding the above, BCPL reserves the right to accept or reject any tender or annul the tenders process and reject all tenders at any time prior to award of the contract, without assigning any reason, whatsoever, and without incurring any liability or obligation, whatsoever to the affected quoter or quoters
37. All safety equipment and necessary tools and tackles have to be provided to the working persons by the party.
38. BCPL will not pay any charge for idle labour(s).
39. If the party fails to provide his persons for production (whenever raw materials and machinery are available), party will be penalised and deduction would be made from the bill(s) accordingly.
40. Tenderers must quote in the specified format given in" ANNEXURE".

[Handwritten signature]

ANNEXURE I**SUMMARY:**

	Name of the Agency			
	Details of EMD			
	Amount			
	Cheque / Draft No. & Date			
	Issuing Bank			
	Date of Establishment of the Agency			
	Detail Office Address of the Agency			
	Office Address			
	Contact Person			
	Mobile No.			
	Office Phone No.			
	Office Fax No.			

Handwritten signature

TECHNICAL BID FOR SUPPLY OF MAN POWER**ANNEXURE -II**

SL NO	PARTICULARS(WHETHER SUBMITTED OR AGREED)	Mention YES or No
1	Earnest Money Deposit	
2	Letter of Transmittal	
3	Experience certificate(in a hazardous chemical plant) at least of one year	
4	Tender documents duly signed.	
5	Attested copy of PAN for deduction of Income Tax at source	
6	Attested copies of ESI &EPF and other statutory registrations	
7	Attested copy of Registration/ Labour/ Manpower supply license/others obtained from the Competent Authority	
8	Technical & Financial bids are submitted separately in sealed envelopes, superscribed properly, in prescribed format.	
9	Unsealed financial bids will be rejected summarily; the firm should bear in mind that service charges in terms of percentage over wages will be predominant criteria for allotment of contract	
10	To accept all the Terms & Conditions of the tender document	
	Above enclosures must be valid.	



PRICE/FINANCIAL BID

ANNEXURE -III

SL NO	AREA	UNIT	RATE in Rs.	AGENCY CHARGE (%)	SERVICE TAX & Edu Cess (14.5%)	TOTAL AMOUNT IN Rs.	Remarks
1.	Lifting of alumina hydrate bags(50kg) from stockyard to charging platform & unloading the same to the reactor	Rs per 50 kg bag					
2	Production helper:Jobs include pouring of liquid alum, stacking of alum slab, unloading of sulphuric acid	Rate per head per 8 Hrs. shift					
3	General helper	Rate per head per 8 Hrs shift					
4	Loading of alum block (22 kg each) on trucks as per instruction	Rate per MT					
5	Packing of Bleaching powder in HDPE Pouch and then putting in 1 kg Jars and packing in C.B with necessary marking & labelling.	Rate per Jars					
6	Packing of Bleaching powder in HDPE Pouch and then putting in 25kg bags and then stitching the bags with necessary marking&stackin	Rate per 25 kg bag					

Handwritten signature

Note:

1. Service Tax and Education Cess, as applicable, will be paid extra.
2. Service provider will be responsible for compliance of statutory obligation viz. EPF, ESI, etc.
3. Agency charges should be quoted in '%' only.
4. Documents pertaining to the rate of minimum monthly wages as per govt. norms may be enclosed

ANNEXURE -IV

TENDERER TO FILL UP THIS PAGE

1. a) Name of the tenderer / organisation.....
- b) Name of the Proprietor / Partner.....
2. a) address.....

- b) Telephone / Mobile No.....
3. Whether agreed to abide by all the terms & conditions mentioned in the tender

- Paper
4. Details of past experience (with periods) where similar Contract done

.....

.....

.....

.....

5. List of documents furnished along with the tender paper:-

- i)
- ii)
- iii)
- iv)
- v)
- vi)

6. Details of EMD deposited: DD No. _____, DD date _____
Amount _____ Name of Bank _____

Signature of the tenderer with Date & Seal.

N.B. 1. Tenderer has to submit the entire set of tender paper duly signed while dropping the tender in the tender box

2. Separate pages may be used to provide details if space provided is found to be not sufficient.



Letter of Transmittal

To ,

Purchase department,
BENGAL CHEMICALS & PHARMACEUTICALS LTD
B.T ROAD,P.O.PANIHATI,KOLKATA 700 114,

Sir,

We, the undersigned, offer to provide the manpower for one year initially in accordance with your

Tender, - no. _____. We are hereby submitting our proposal which includes this Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in these proposals are true and accept that any misinterpretation contained in it may lead to our disqualification. The prices quoted by us in the Financial Proposal are valid till 12 months from the date of submission of the quotation. We confirm that this proposal will remain binding upon us and may be accepted by you at any time before the expiry date.

Prices have been arrived independently without consultation, communication, agreement of understanding [for the purpose of restricting competition] with any competitor.

We agree to bear all costs incurred by us in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.

We understand that BCPL is not bound to accept the lowest or any proposal or to give any reason for award, for the rejection of any proposal.

Yours faithfully,

**[Signature/Name of Authorized Signatory
/Stamp of firm with date]**

Sony Sanyal