

SAMALESWARI REGIONAL CO-OPERATIVE MILK PRODUCERS' UNION LTD.,
At-Goshala (Boudiapara), Po : Kalamati, Dist. Sambalpur-768025

Phone : (0663) 2950426, Mob.No.9437122477

Email : omfedsrmpul@gmail.com/ Website : www.samul.in

TENDER NOTICE FOR ENGAGEMENT OF LABOUR CONTRCTOR
AT SAMBALPUR MILK UNION

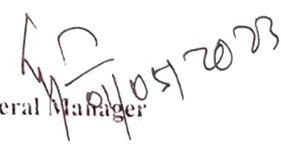
NOTICE INVITING TENDER

Sealed tenders are invited from registered and experienced Labour Contractors for engagement as Labour Contractor to perform different works and mandays basis at different Unit of Samaleswari Regional Co-operative Milk Producers' Union Ltd., At-Goshala (Boudiapara), Po : Kalamati, Dist.-Sambalpur-768025 for a period of (01) one year initially and may be renewed for (02) two years. Interested bidders may download the Tender Document from website www.samul.in & submit the in sealed offer in separate envelops with complete technical details. The Tender cost of Rs. 5,000/- + 18% -GST with E.M.D. of Rs. 50,000/- (Rupees Fifty Thousand only) both in shape of Demand Draft in favour of Samaleswari Regional Co-operative Milk Producers' Union Ltd., Sambalpur drawn on any Nationalized Bank payable at Sambalpur, should reach at the above addressed office latest by **20.05.2023** up to **02:00 PM**. The sealed offers shall be opened on the same day at 03:00 PM in presence of participant bidders. For details please visit SAMUL website www.samul.in

The corrigendum, if required, shall only be published in SAMUL website but not will publish in any other media/newspapers.

Samaleswari Milk Union reserves the right to accept or reject any or all the tender documents or partthereof without assigning any reason at any stage.

Memo No.....101..... dt.01.05.2023


General Manager

Copy forwarded to All Notice Board/Website.


General Manager



TENDER DOCUMENT
FOR
ENGAGEMENT OF LABOUR CONTRACTOR TOWARDS ENGAGEMENT OF
LABOURERS ON & MANDAYS BASIS
AT
SAMALESWARI REGIONAL CO-OPERATIVE MILK PRODUCERS' UNION LTD.,
AT-GOSHALA (BOUDIAPARA), PO : KALAMATI, DIST.-SAMBALPUR-768025

Date of Commencement for Sale of Tender Papers	: 01.05.2023 (10.00 A.M to 4.00 P.M)
Last date & Time for Sale of Tender Papers	20.05.2023 (Up to 1.00 P.M)
Last Date & Time for receipt of Tender (Technical Bid and Price bid in separate sealed covers)	: 20.05.2023 (Up to 2.00 P.M)
Date and Time of opening of Tender (Technical Bid)	: 20.05.2023 (At 3.00 P.M)
Date and Time of opening of Tender (Financial Bid)	: Will be intimated to the technically Qualified eligible bidders later on.

RECEIPT OF TENDER PAPERS
PLACE OF OPENING OF TENDER }
ADDRESS FOR COMMUNICATION

Samaleswari Regional Co-op.
Milk Producers' Union Ltd.,
At-Goshala(Boudiapara)
Po : Kalamati
Dist.-Sambalpur-768001.

GSTIN- 21AAMAS3215Q1Z8

COST -Rs.5000.00 + GST18%

SAMALESWARI REGIONAL CO-OPERATIVE MILK PRODUCERS' UNION LTD.,
AT-GOSHALA (BOUDIAPARA), PO : KALAMATI, DIST.-SAMBALPUR-768025

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General Manager

**SAMALESWARI REGIONAL CO-OPERATIVE MILK PRODUCERS' UNION LTD.,
At-Goshala (Boudiagara), Po : Kalamati, Dist. Sambalpur-768025**

Phone : (0663) 2950426, Mob.No.9437122477

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TENDER DOCUMENT

	Tender document for engagement of labour contractor towards engagement of Labour on Mandays basis at Samaleswari Regional Co-operative Milk Producers' Union Ltd., At-Goshala (Boudiagara), PO : Kalamati, Dist. Sambalpur-768025
Reference No.	Samaleswari Regional Milk Union
Cost of Tender Form	Rs.5,000/-+18%GST
Schedule-I	Eligibility Criteria
Schedule-II	Scope of Work , General Terms & Conditions
Schedule-III	Checklist and Technical Bid
Schedule-IV	Financial Bid format
Earnest Money Deposit	Rs.50,000 (Rupees Fifty Thousand only)
Contact Person	
Last date and time for submission of tender document	Dt. 20.05.2023, 02:00 PM
Date & Time for opening of Tender	Dt. 20.05.2023, 03:00 PM
Envelop-A	EMD to be submitted
Envelop-B	Technical documents to be submitted
Envelop-C	Financial bid to be submitted
Address for communication	General Manager Samaleswari Regional Co-operative Milk Producers' Union Ltd., At-Goshala (Boudiagara), PO : Kalamati, Dist. Sambalpur-768025

General Manager

SCHEDULE -I
ELIGIBILITY CRITERIA OF BIDDER

- 1) The Company /Firm/Agency should be duly registered with the appropriate Registration Authority
- 2) The Firm / Agency should be so registered under the following appropriate authority.
 - a) Labour license from Labour Officer under the Contract Labour (Regulation & Abolition) Act,1970.
 - b) Employees Provident Fund Organization.
 - c) Employees State Insurance Corporation.
 - d) Income Tax
 - e) Goods & Services Tax (GST)
- 3) They should have their own Bank Account (in the name of firm or Agency.)
- 4) The Firm/Agency must be financially sound. The minimum Average turnover of Rs.50 (Fifty) lakhs per annum for the last three years as per audited statement of accounts for the year 2019-20, 2020-21 and 2021-22.
- 5) The accounts of the Firm should have audited for consecutive 3 (three) years i.e. for the year and 2019-20, 2020-21 and 2021-22.
- 6) The Firm/Agency should have updated IT Return for the financial year 2019-20, 2020-21 and 2021-22.
- 7) GSTR-1 & 3 B for last three months or last two quarters.
- 8) The Firm/Agency must have at least 3 years of experience for engagement of workers in reputed organizations of Odisha/other State.
- 9) The bidder should not have unsatisfactory performance record in any unit of OMFED or its affiliated Milk Union. The bidder should give such an undertaking/declaration with their bid.
- 10) The bidder should not have been black listed by any Organisation for any reason.
- 11) The bidder will not be eligible to participate in the Tendering process if there is any case under sub judice by/ against him in respect of any unit of OMFED or its affiliated Milk Union for any reason whatsoever it may be.

Signature of Bidder
Seal & Date

SCHEDULE -II

SCOPE OF WORK AND GENERAL TERMS & CONDITIONS:

The Samaleswari Regional Co-operative Milk Producers' Union Ltd., Sambalpur requires the services of reputed, well established and financially sound Labour Contractor to provide labour and perform works on Mandays basis at their different Unit of 6 District namely Bargarh, Sambalpur, Jharsuguda, Sonepur, Boudh & Deogarh having BMC, Vehicle driving etc.

1. Period of Labour Contract is initially for (01) one year from the date of award of work order, but the contract may be renewed for two years more if the performance is found satisfactory.
2. The Contractor will provide the Skilled experienced worker for running of BMC, Highly Skilled experienced Driver for Driving Tanker, Skilled Labour for Route In-Charge/Official work. Due to failure of contractor, if Plant Manager deployed any regular employee for running BMC or any other work; the salary of the employee will be deducted from contractor bill.
3. As a safety measure, the Contractor has to provide safety shoes, uniform for the workers of Job Contract and Hired Manpower. The Contractor have to provide the said material within 02 months from the date of issue of work order and in every 18 months. Uniform code will be finalized by General Manager.
4. The quantity is likely to vary depending upon the Milk collection.
5. Instruction issued to your Representative by General Manager/Unit In-Charge for the work. Due to negligence of your Worker , any work hamper, penalty will be imposed for the losses and same will be deducted from contractor bill.
6. The rates quoted should be inclusive of all statutory requirements like PF, ESI, Leave salary, N&H, Bonus and Service Charges excluding GST.
7. The Contractor will be liable to comply all the statutory requirements under various Acts & Rules framed there under. The Payment of wages to the Labourers to be made in due time through Bank account only.
8. Jobs have to be carried out strictly as per instruction of Unit In-Charge / his authorized representative.
9. Job has to be completed within the scheduled/stipulated time.
10. Payment to the Contractor shall be made once in a month on submission of bill and original statutory compliance documents in triplicate.
11. No payment shall be released if work performance is found unsatisfactory.

12. Laborers deployed should maintain strict discipline as per rules in the area of operation of the Unit. Contractor shall ensure healthy hygienic practice in food safety and handling.
13. Successful bidder will be communicated to deposit interest free **Security Deposit** of **Rs.2,00,000.00 (Rupees Two Lakhs Only)** in the form of Demand Draft payable at Sambalpur within seven working days of such communication. If the bidder fails to deposit the Security Deposit within 7 working days, SAMUL reserves the right to reject his bid unless the date line to deposit Security Deposit is extended by SAMUL for any valid reason. The Security Deposit will be retained for the period of the Contract and is refundable without any interest after the period of contract is over unless forfeited in case of breach of agreement. On deposit of the Security Deposit within the prescribed date line, an agreement will be signed between the bidder and SAMUL to undertake this work. No payment shall be released to the bidder unless this agreement is signed.
14. All required material to execute the job shall be supplied by the Unit In-Charge.
15. The Contractor shall provide Identity Card, Employment Card and Wage Card to each worker at his cost as required under the Contract Labor (Regulation & Abolition) Act, 1970 read with Orissa Rules under the said Act.
16. Credential /Certificates in support or experience to be furnished with the offer to be given due weightage during evaluation of Tender.
17. All payment to workers shall be made through bank account only. All statutory dues including P.F, ESI, leave salary, holiday wages and bonus of workers should be complied on monthly basis and respective evidence to be furnished with the authority for record. The contractor shall display the list of workers with wage payment details every month for information of all concerned.
18. If a firm quote “NIL” charges/consideration, the bid shall be treated as unresponsive and will not be considered.
19. Agency/Contractor engaged for providing required service and blacklisted by OMFED or any affiliated Milk Union due to reasons whatsoever shall not be eligible to participate in the Tender.
20. Offer without EMD of Rs. **50,000.00** in shape of Demand Draft in favour of **SAMUL** payable at **SAMBALPUR** will not be taken into consideration.
21. The Technical Bid and Financial Bid shall be submitted in two separate sealed cover. The above two sealed Bids should be submitted in a sealed cover super scribing “**TENDER FOR ENGAGEMENT OF LABOUR CONTRACTOR AT DIFFERENT UNIT OF SAMALESWARI REGIONAL CO-OPERATIVE MILK PRODUCERS’ UNION LTD., SAMBALPUR.**”

22. Tenders filled in all respect must be sent by Regd. Post/ Courier to reach **SAMALESWARI REGIONAL CO-OPERATIVE MILK PRODUCERS' UNION LTD., AT-GOSHALA (BOUDIAPARA), PO : KALAMATI, DIST-SAMBALPUR-768025** on or before **1400 Hours dtd.20.05.2023**. Incomplete tenders and tender received after specified time shall not be accepted. SAMUL shall not be responsible for any type of delay in arrival of tender application. Once tender is accepted, cannot be allowed for withdrawal.
23. The Technical Bid of the tender will be opened by a Committee at **15:00 Hours** dtd. **20.05.2023** at **SAMALESWARI REGIONAL CO-OPERATIVE MILK PRODUCERS' UNION LTD., AT-GOSHALA (BOUDIAPARA), PO : KALAMATI, DIST-SAMBALPUR-768025** in presence of interested Tenderers/their authorized representatives.
24. The Financial Bid of only those tenderers will be opened, whose Technical Bids are found in order. The Financial bids shall be opened at **SAMALESWARI REGIONAL CO-OPERATIVE MILK PRODUCERS' UNION LTD., AT-GOSHALA (BOUDIAPARA), PO:KALAMATI, DIST-SAMBALPUR-768025**. in presence of the representatives of the Labour Contractor, if any, who wish to be present on the spot at that time. The opening will be intimated later on next day.
25. EMD of successful bidder will be adjusted towards security deposit. The EMD of unsuccessful bidder shall be refunded within one month of finalization of the Tender.
26. If any bidder is awarded with the work, but does not carry out the work, his Security Deposit/EMD shall be forfeited and will be blacklisted for next 05 Years.
27. If the tenderer does not submit statutory documents as stipulated above, Competent Authority shall reserve the right to reject the tender outright at the time of opening of tender.
28. The SAMUL Management is at liberty to relax the eligible criteria if feel necessary considering the nature of work.
29. The tender committee, SAMUL reserves the right to decide the engagement of contractor more than one, in order to facilitate timely and uninterrupted works.
30. Defaulter in earlier execution of work/ Non submission of statutory dues/ supply of labour to SAMUL or black listed by OMFED or its affiliated Milk Union or anywhere in the country are not allowed to participate in the tender.
31. Co-operative, Govt. body, NSIC, & MSME registered firms are exempted from submitting required EMD but they shall deposit the Tender Cost. The selected bidder deposit Security Deposit of Rs.2,00,000.00.
32. An Agreement shall be signed with the successful bidder as per specimen enclosed. If any time, the Contractor feels to set aside the agreement, he can do so by giving two months' time clear notice with proper justification, if the reason found not justified, the party will not be allowed in any tender for further period of next Three(03) years in SAMUL. If the matter which is against the interest of Union, he can be set aside from agreement by giving two months' clear notice. Similarly, SAMUL can discontinue/terminate the agreement by giving two months' notice to the Labour contractor without assigning any reason thereof.

33. Counter terms and conditions will not be accepted.
34. The tender document should be signed by the authorized signatory with name & seal of the firm at the bottom of all pages.
35. Labourers deployed should maintain strict discipline as per rules in the Plant premises. Every labour engaged is to be medically examined to ensure that he/she is medically fit. Periodical health checkup (03 months' interval) of all such labour engaged in food handling areas should be done & certificate submitted to the plant authority. Also, contractor shall ensure that the healthy hygienic practices in food safety parameters are monitored on day to day basis.
36. The Labourers so engaged should not have any criminal background or having any police case against him if detected after words the Contractor have to withdraw the Labourer immediately.
37. The Labour Contractor must be registered with the concerned Govt. Authorities, i.e., Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Labour Contractor shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.
38. The persons deployed by the Labour Contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
39. The Labour Contractor shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in SAMUL. The SAMUL shall have no liability in this regard.
40. The Labour Contractor shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to SAMUL, to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to SAMUL.
41. The Labour Contractor shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of SAMUL or any other authority under Law.
42. The Log book shall be maintained for Vehicle by the Driver and submitted in the Office.
43. In case of nonperformance of any person deployed, or his involvement in theft, fraud or in any indiscipline the person concerned shall be withdrawn from work by the Contractor or whatsoever directed by the competent authority and suitable substitute shall be provided as per the requirement.
44. The CONTRACTOR shall comply with all the statutory requirements under various Acts and Rules as applicable to the establishment of SAMUL, so also Contractor's Establishment pertaining to work entrusted to the Contractor and contract labourers engaged in the said job.

In the event of non-compliance to the statutory requirements like deposit of PF, ESI & GST, the payment shall be held up without any notice till necessary compliance is made by the Contractor. However, liability of SAMUL, if any, on account of such non-compliance of statutory provision shall be chargeable to the account of the Contractor and shall be deducted from the pending bills of the Contractor and/ or from the Security deposit.

45. The CONTRACTOR shall not be allowed to engage labourers to work more than the prescribed working hours i.e. eight hours per day or forty-eight hours in a week. However, under certain compelling circumstances like sickness of any labour on duty or proceeding on leave on compassionate ground only or as situation requires, permission may be granted by SAMUL or on its behalf by the Unit Head or Authorized Officer to carry out the overtime for a specified period of time.
46. In case of any accident, the compensation as levied upon by the Competent Authority under Employees Compensation Act shall have to be paid by the Labour Contractor to the legal heir of the deceased or the person concerned in case of partial or total disablement.
47. That the CONTRACTOR is required to provide welfare and health facilities to the contract labours and must ensure that all the statutory obligations as per C.L. (R&A) Act, 1970 and Orissa Rules, 1975 and other Labour Acts and Rules applicable to the contract labourers are observed rigidly and for any irregular compliance or non-compliance of legal provision, he will be held solely responsible.
48. All the Workmen engaged by the Labour Contractor should have to sign in the Plant/Office gate in the presence of Security personnel during in time and out time.

NB: Details of Unskilled Worker to be engaged on Mandays basis in different section should be given in an Annexure separately.

49. ESCALATION CLAUSE:

- a. If minimum wages increased during the period of engagement under Minimum Wages Act 1948, the minimum wage and statutory contribution shall be increased on prorata basis accordingly with same rate with all statutory dues, excluding agency charges, which shall be as under. If minimum wages increase within the contract period, the minimum charges shall be increased keeping constant the agency charge at same amount i.e. the agency charges shall be on old rate.

50. Penalty:

- a. In the event of bidder fails to supply the required number of manpower during the contract period, SAMUL reserves the right to impose the penalty as detailed below:
- b. **Short supply of Labour as per Requirement**-Penalty will be three times of loss attributed to SAMUL resulting in short supply of products to Market whereas penalty will be **five times** in case of recurring in same month.
- c. **Non supply of extra labour as per requirement**- Penalty will be three times of loss attributed to SAMUL resulting in short supply of Manpower where as penalty will be **fivetimes** in case of reoccurring in same month.

- d. Disruption in supply of total no. of Labourers and hamper in regular work ; **Penalty will be up to Five times or even more at the discretion of the management to substantiate loss attributed to SAMUL due to hamper in work. If SAMUL make any alternate arrangement, the differential cost will be recovered from the Contractor and the firm will be blacklisted and EMD and Security Deposit will be forfeited.**

51.Payment:

- a. Monthly Bill along with proof of payment and other documents as stated below has to be raised by the Contractor after Payment of monthly Wages to the Labourers after depositing the statutory dues of the Labourer, by 7th day of every succeeding month and Samaleswari Milk Union will release the payment within 7 days of receipt of Bill.
- b. Attendance Sheet & wage card for the month.
- c. Last month EPF deposit ECR & ESI deposit Slip with list of employees as proof of deduction & Deposit.
- d. Last month GSTR-1 copy.
- e. Self-declaration by the Contractor that rest of the dues like bonus, leave salary and N & F holiday Payment are paid in time.
- f. The contractor payment shall be released after withholding/deducting statutory payment i.e. Employer EPF & ESI Contribution, Bonus, Leave Salary & N&F Holiday payment. Employer EPF & ESI Contribution and GST shall be paid by Samaleswari Milk Union after deposit made by the Contractor with appropriate authority in due time and on submission of claim in this regards with proof of all documents/payment. On continuous failure to deposit statutory dues like, EPF, ESI, GST & Other for 03 (three) consecutive months deems sufficient ground for forfeiting the EMD and Security Money as well as Contract. Bonus, Leave Salary & N&F Holiday payment shall be released after payment made by the Contractor to the laborer engaged and on submission of claim in this regards with proof of all documents/payment.

52. Disputes:

1. The Milk Union and the bidder shall make every effort to resolve any dispute/disagreement in connection with the bid amicably by direct negotiation. However, the decision of General Manager, Samaleswari Milk Union in the matter will be final & binding in case the disagreement or dispute if not resolved by mutual negotiation.
2. Legal dispute if any, concerning to this supply shall be subject to such courts as exercising civil Jurisdiction over Sambalpur only.

SCHEDULE -III
Check list- Technical Bid

TECHNICAL BID REQUIREMENTS FOR THE PARTICIPATING TENDERER FOR LABOUR CONTRACTOR TOWARDS LABOUR CONTRACT AND WORKS ON PIECE RATED JOB AND MANDAYS BASIS

Documents required: -

- i) Duly filled in tender application.
- ii) Original Money Receipt of Tender Purchase Form cost of **Rs. 5,000/-+18% GST** (including GST) or Demand Draft.
- iii) EMD of **Rs. 50,000.00** in shape of Demand Draft in favour of **Samaleswari Milk Union, payable at Sambalpur.**
- iv) Photocopy of valid Labour License obtained from Labour Officer under Contract Labour (Regulation & Abolition) Act,1970.
- v)
 - a. Photo copy of Valid EPF Code No. & ESI Code No. (Wherever applicable) if the said area comes under Notified Area.
 - b. GST No. Registration Certificate.
 - c. Income Tax Pan No. & latest IT Return for the financial year 2019-20, 2020-21& 2021-22.
 - d. GSTR-1 & 3 B for last two months or last two quarters.
- vi) Experience certificate, if any, for engagement of workers in reputed organizations in Odisha during last 3 years.
- vii) Proof of Audited financial statement for consecutive 3 years shall be furnished.
- viii) Copy of Monthly ECR for EPF & ESI deposit slip for one month should be submitted.

APPLICATION - TECHNICAL BID

FOR ENGAGEMENT OF LABOUR CONTRACTOR TOWARDS WORK & MANDAYS BASIS

**Samaleswari Regional Co-operative Milk Producers Union Ltd., At Goshala (Boudi para)
Po : Kalamati, Dist.-Sambalpur-768025.**

1. Name of Tendering Contractor : _____
2. Cost of Tender Paper :Rs._____(Original DD or MR is to be enclosed)
3. Details of Earnest Money Deposit : DD No._____date_____for
Rs._____drawn on_____Bank
4. Name of Proprietor/Partner/Director : _____
along with proof as authorized person _____
to sign the document & deed etc. _____
5. Full Address of Registered Office : _____

Telephone No. : _____
FAX No. : _____
E-mail Address : _____
6. Full address of Operating/Branch : _____
Office. _____

Telephone No. : _____
FAX No. : _____
E-mail Address : _____
7. Name & telephone no. of Authorized : _____
Officer/person to liaise with Unit (s)
8. Banker of the Contractor : _____
(Attach certified copy of statement of
A/c for the last three years)

9. Details of the License : _____
 (Valid labour contract license obtained
 from competent authority
 Xerox and attested copy to be enclosed)
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. Financial turnover of the tendering **Contractor** for the last 3 financial years.

Financial Year	Amount (Rs.in Lacs)	Remarks, if any
2019-20		
2020-21		
2021-22		

15. Additional information, if any:
 (Attach separate sheet if required)

Signature of Bidder Name:

Seal:

Date :

Place

DECLARATION

1. I, Sri/Smt. _____ Son / Daughter/ Wife of Sri/Smt. _____
Proprietor/ Director/ authorized signatory of M/s. _____,
mentioned above, am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. The information/ documents furnished along with the above 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 tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of BidderName:

Seal:

Date :

Place:

PART-‘A’

COMMERCIAL BID

SCHEDULE OF RATE FOR ANNUAL LABOUR CONTRACT

1. Furnish the rate quoted with cost analysis for un-skilled labour category as follows:-
Sample Costing (Analysis) with statutory etc for approval only.

SALARY BREAK-UP

Sl. No	Category of Labourer	Basic (Corresponding to minimum wages)	Statutory Contribution etc.	Service Charge (in percentage only)	Total
1	2	3	4=(3)*%	5=(3)*%	6=3+4+5
1	Un-Skilled Labourer (per day / per head)				
2	Semi Skilled Labourer (per day/per head)				
3	Skilled Labourer (per day / per head)				

STATUTORY CONTRIBUTION ETC.

Sl.No.	Particulars	Other	Percentage	Remarks
1.	P.F. Employer Contribution	-	13.61%	To be paid every month on submission of evidence & documents
2.	Bonus	-	08.33%	To be paid annually
3.	N & F Holidays	08 days annual	02.52%	To be paid annually
4.	E.S.I		No ESI Zone	To be paid every month

ESCALLATION CLAUSE:-

If minimum wages increase during the period of engagement under Minimum Wages Act 1948, the column value at (3 + 4) shall be increased prorate basis accordingly with same rate with all statutory dues, excluding agency charges, which shall be as under.

- i. If minimum wages increase within one year of engagement, the column value at (3) shall be increased keeping constant the agency charge at same amount [i.e. the percentage of agency charges shall be on old rate as if the column value at (3) has not been changed for the purpose of service charges].
 - ii. If the period of engagement is extended, without further tender on successful performance and with same rate then the increase of agency/service charges at column-5 shall be made effect on revised wages with same percentage.
- The consideration of escalation shall be on claim only.

Signature of Tenderer

Signature with date of Witness

1.

N.B: GST as applicable will be paid extra.

DECLARATION

I/We do hereby declare that I/We have gone through the above mentioned terms & conditions and agree to accept the same for submission of the tender & execution of the work in all respect.

Full Signature of Bidder

Address for Correspondence:

Place:

Date:

Telephone No.:

DRAFT AGREEMENT

This Agreement is made on this day of -----

BETWEEN

THE SAMALESWARI REGIONAL CO-OPERATIVE MILK PRODUCERS' UNION LTD., a society registered under the Co-Op. Societies Act.1962 having its registered Office at At Goshala (Boudiapara) Po : Kalamati, Dist.-Sambalpur-768025, hereinafter referred to as "***Samaleswari Milk Union***" (Which expression shall, unless repugnant to the context or meaning thereof, include its successors in interest and assigns) of the ONE PART.

AND

M/s. _____ Labour Contractor/Job Contractor hereinafter referred to as "***THE CONTRACTOR***" (which expression shall, unless repugnant to the context or meaning thereof, include their success or in interest and assigns) of the OTHER PART.

WHEREAS SAMALESWARI MILK UNION, engaged in the business of Milk Procurement, Transportation, Chilling and supply the same to different Dairy & marketing of Cattle Feed & has decided to engage labour on contract basis through experienced contractors, having valid labour license, for carrying on its business at different Unit of SAMALESWARI MILK UNION and published notice therefore in local newspaper and official website.

AND WHEREAS THE CONTRACTOR, who is in the business of supplying labourer for various jobs and having valid license for such purpose, has submitted his offer and negotiated the rates in pursuance of the notice to look after labour arrangement and deployment on daily wage basis in different Unit of SAMALESWARI MILK UNION.

AND WHEREAS in consideration of the offer of the CONTRACTOR SAMALESWARI MILK UNION has decided to entrust the different works on daily wage basis as indicated in the schedule for its different Unit of SAMALESWARI MILK UNION to the CONTRACTOR on the terms and conditions here in after contained.

1. The agreement will be initially for a period of one year with an option for renewal of the same from time to time as per discretion of SAMALESWARI MILK UNION on the same or similar terms & conditions or such terms & conditions as may be mutually agreed upon.
2. The CONTRACTOR shall look after labour arrangement of the above said Unit and provide labour as and when required for execution of various types of job on contract basis as specified in the schedule (ORDER DOCUMENTS) annexed hereto.

3. The rates as indicated in the schedule, include minimum wages for various specified category of labour prescribed by the State Govt., E.P.F., E.S.I., GST, Bonus, weekly off, National Holidays, Leave Salary, other Statutory dues and commission of the CONTRACTOR, which shall be reimbursed/paid periodically to the CONTRACTOR by SAMALESWARI MILK UNION, if not mentioned otherwise in the schedule.
4. The payment shall be released by the Union Head concerned of SAMALESWARI MILK UNION as stated in the Payment Clause of the Tender Document. All statutory deposit and payment shall be paid to the CONTRACTOR on reimbursement basis on production claim along with the proof of deposit evidence/proof of disbursement of payments.
5. Tender document and terms and conditions specified there in will be part of this agreement.
6. The CONTRACTOR may seek pro-rata revision of rates mentioned herein except service charge in the event of revision of minimum wages by the Government of Odisha, Labour Department during agreement period and may claim differential payment therefore on acceptance of the proposal for such revision by SAMALESWARI MILK UNION, subject to compliance of direction, if any, to that effect. Besides statutory contribution and GST, as applicable from time to time, shall be paid on production of documents towards payment of the same.
7. The CONTRACTOR shall have to make payment to the Labourers engaged in presence of the authorized representative of SAMALESWARI MILK UNION or Unit Head concerned the 7th day of the successive month as per statutory requirements whether payment for the respective period so paid or not to the CONTRACTOR by SAMALESWARI MILK UNION. The payment to the Labour engaged by the CONTRACTOR should not fall short of minimum wages prescribed by the State Govt. & taken into consideration by SAMALESWARI MILK UNION.
8. The CONTRACTOR shall have to produce all the supporting documents and photocopies of the challans in respect of statutory deposits towards PF, ESI, GST and other statutory dues of the preceding month of the billing period for realization of payment in time as per the agreement. The Contractor shall ensure the deposit return before the PF Department in time & to take responsibility to clear up outstanding dues if any, of the said period.
9. The CONTRACTOR shall ensure round the clock execution of jobs earmarked and assigned in time. The work assigned to Contractor shall be completed in specific time. No work shall be kept pending. In case contractor fails to complete the work in time, any loss or damage arising out of non-completion of work & engagement of outside labour, the same shall be recovered from the contractor from any amount payable to the contractor under the contract, as a debt payable by the contractor. If contractor fails to carry out the instruction as per contract, SAMALESWARI MILK UNION will deduct the sum as determined by Managing General Manager/Unit In-Charge as penalty from Contractor's Bill/Security deposit and shall terminate the contract on repetition of such default without any prior notice.

10. The CONTRACTOR shall comply with all the statutory requirements under various Acts and Rules as applicable to the establishment of SAMALESWARI MILK UNION, so also Contractor's Establishment pertaining to work entrusted to the Contractor and contract labourers engaged in the said job. In the event of noncompliance to the statutory requirements like deposit of PF, ESI & GST, the payment shall be held up without any notice till necessary compliance is made by the Contractor. However, liability of SAMALESWARI MILK UNION, if any, on account of such non-compliance of statutory provision shall be chargeable to the account of the Contractor and shall be deducted from the pending bills of the Contractor. The Contract shall be cancelled & EMD shall be forfeited on non-deposit of statutory deposit for consecutive 3 months' period of time.
12. The CONTRACTOR shall not be allowed to engage labourers to work more than the prescribed working hours i.e. Eight Hours per day or forty-eight hours in a week. However, under certain compelling circumstances like sickness of any labour on duty or proceeding on leave on compassionate ground only or as situation requires, permission may be granted by SAMALESWARI MILK UNION or on its behalf by the Unit Head or Authorized Officer to carryout the overtime for aspecified period of time.
13. The Contractor will be entirely responsible for execution of this contract in all respect in accordance with the condition of the agreement and shall not assign or sub-let the same.
14. In case of any accident, the compensation as levied upon by the Competent Authority under Employees Compensation Act shall have to be paid by the Labour Contractor to the legal heir of the deceased or the person concerned in case of partial or total disablement. The Federation shall have no liability in this regard.
15. That the CONTRACTOR is required to provide welfare and health facilities to the contract labours and must ensure that all the statutory obligations as per C.L. (R&A) Act, 1970 and Orissa Rules, 1975 and other Labour Acts and non-compliance of legal provision, he will beheld solely responsible.
15. The contractor shall finalize the actual deployment of labour in the assigned job in different shifts on the basis of availability of jobs in consultation with the concerned Unit Head, SAMALESWARI MILK UNION or his Authorized Representative or such other authorized Officer. The SAMALESWARI MILK UNION shall not be responsible to provide any work to the labourers, if the Unit remains closed due to the reason beyond control.

16. The CONTRACTOR will also ensure that labour remain detached from the influence of local anti-social elements and not to indulge in any political or union activities.
17. The CONTRACTOR should ensure deployment of personnel, free from any criminal background or any police case and furnish the names and antecedents of all the labours at the time of deployment. All the deployed labour should be providing with photo identity card and should have PF & ESI number which shall have to be recorded in the movement/placement order as well as in wage sheet.
18. The labour contractor shall have to furnish a list of labourers along with their weekly offer after ascertaining the actual requirement of no. of labourers from the SAMALESWARI MILK UNION (General Manager/Unit In-Charge). The contractor will not have any claim or proportionate sharing of no. of labours supply with other contractor engaged in the plant.
19. The CONTRACTOR shall make good the losses sustained by SAMALESWARI MILK UNION attributable to the negligence or as a result of theft/Pilferage committed by the labour engaged by him. In the event of theft or pilferage or un-towards incident, the matter shall be reported to the police immediately. The contractor shall regularly pursue the matter with police Authority in the event of any complaint or F.I.R. lodged with the police authority and report the status of the case to SAMALESWARI MILK UNION from time to time.
20. The Contractor shall ensure that labours provided by him shall maintain discipline inside the campus and shall not work under influence of alcohol or prohibited drugs and shall behave in a decent manner to SAMALESWARI MILK UNION staff, Officers and visitors as well.
21. The CONTRACTOR shall deposit Rs.2,00,000/- (Rupees Two Lakhs) with SAMALESWARI MILK UNION / Respective Unit as interest free security deposit. If any loss arises due to negligence on the part of the contractor. SAMALESWARI MILK UNION shall deduct such amount from the security deposit of the CONTRACTOR.
22. The agreement is terminable with two-months notice in writing from either side during the agreement period except as mentioned in Clause 8 of this Agreement. However, if Notice of Termination is given from the side of Contractor and SAMALESWARI MILK UNION fails to make any alternative arrangement during the notice period, Contractor shall continue to provide services as per the present terms of contract till SAMALESWARI MILK UNION makes such alternative arrangement, which shall not exceed three months, in any case.
23. The Labours provided by the Contractor will not claim to become the employees of SAMALESWARI MILK UNION and there will be no Employer and employee relationship between Labourer engaged by the contractor and SAMALESWARI MILK UNION

24. The CONTRACTOR shall at his own expenses return/handover the possession of materials at its disposal to the concerned Unit Head of SAMALESWARI MILK UNION or Authorized Representative in a peaceful manner after termination of this agreement.
25. In the event of either party failing to act in accordance with the provisions of the agreement, the aggrieved party shall at the first instance try to settle the dispute mutually and amicably, failing such attempt, the same shall be referred to the General Manager, SAMALESWARI MILK UNION by either party and decision of General Manager, SAMALESWARI MILK UNION shall be final and binding on the parties and in no case will be subject to any judicial scrutiny.
26. In case of any dispute or differences pertaining to this agreement, the jurisdiction of Civil Courts at Sambalpur will apply since the present agreement is entered into between the parties at Sambalpur. Despite of the prescription under Clause 22 of this Agreement, if any party has any grievance, it will be under the territorial jurisdiction of appropriate Court at Sambalpur.
27. The terms and conditions of the tender document will form part of this agreement.

“The Contractor”

“The Samaleswarid Milk Union”

THE SAMALESWARI REGIONAL CO-OPERATIVE MILK PRODUCERS’ UNION LTD.,

At Goshala (Boudiagara) , Po : Kalamati

Dist.-Sambalpur-768025

IN WITNESS WHERE OF THE PARTIES HERE TO HAVE HERE UN TO SET THEIR HANDS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN:

For and on behalf of
The Contractor.

For and on behalf of
The Samaleswari Milk Union Ltd.

In the presence of:

In the presence of:

1. _____

1. _____

2. _____

2. _____