

**THE ORISSA STATE COOPERATIVE MILK PRODUCERS' FEDERATION LTD**  
**D-2, SAHID NAGAR, BHUBANESWAR- 751 007**

**PHONE:2540273/2546030/2540417, FAX: 0674- 2540974**

**TENDER DOCUMENT**

**FOR**

**ENGAGEMENT OF MANPOWER SERVICE PROVIDER**

**Name of the Tenderer:**

**Address:**

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**Telephone No:**

**Fax No.**

**E-Mail No.**

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**THE ODISHA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD.  
D/2, SAHID NAGAR, BHUBANESWAR – 751 007  
PHONE:2540273/2546030/2540417, FAX: 0674- 2540974**

**Tender Notice for Engagement of Manpower Service Provider**

Sealed tenders are invited under two bid system i.e Technical Bid and Financial Bid from reputed, well established & financially sound Manpower Service Providers to provide services of technical & non-technical personnel on contract basis for day to day official/Dairy Plant works at different locations of Odisha. Sealed tenders duly filled in by the bidders shall be accepted upto 2.00 p.m. dtd.20.05.2016 & Technical Bids shall be opened on the same day at 3.00 p.m. in presence of interested bidders. For details, please visit our website [www.omfed.com](http://www.omfed.com) .

Omfed reserves the right to annul any or all bids without assigning any reason thereof.

**THE ODISHA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD.,  
D/2, SAHIDNAGAR, BHUBANESWAR – 751 007**

**TENDER DOCUMENT**

**For providing Services of Technical & Non Technical Manpower to the Odisha State Co-operative Milk Producers' Federation Ltd., by a Private Manpower Service Provider.**

- (a) Period of issue of Tender Document : The tender document can be available at Omfed Corporate Office, D-2, Sahidnagar, Bhubaneswar on payment of Rs.1050/- including 5% VAT only in cash on working days upto 1.00 p.m. dtd. 20.05.16. This can also be downloaded from website [www.omfed.com](http://www.omfed.com). A separate Demand Draft of Rs.1050/- shall be submitted by the Tenderer in case of downloaded tender documents.
- (b) Date and time of submission of Tender Document : 20.05.2016- upto 2.00 P.M  
At OMFED Corporate Office,  
D-2, Sahid Nagar, Bhubaneswar.
- (c) Date and time for opening of
- ( i ) Technical Bids : 20.05.2016 - 3.00 P.M.
- (ii) Financial Bids of eligible Bidders : 27.05.2016 - 3.00 P.M
- (d) Likely date for commencement of deployment of Required manpower. : 01.07.2016

If any of the above scheduled date is declared as holiday for the Federation, the said programme will be held on next working day at same time & venue.

OMFED reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

### **SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS**

1. The Orissa State Co-operative Milk Producers' Federation Ltd., D/2, Sahidnagar, Bhubaneswar – 751 007 requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Technical & Non-Technical Manpower on contract basis for day to day Dairy /official work.
2. The contract for providing the aforesaid manpower is likely to commence from dt.01.07.2016 and would continue till 30.06.2017. The period of the contract may be further extended beyond 30.06.2017, provided the requirement of the Omfed for manpower persists at the time or may be curtailed / terminated before owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in Omfed's requirements. Omfed, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. The Omfed has tentative requirement for 160 nos. personnel in various discipline. The requirements may increase / decrease in any / all the categories.
4. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.50,000/ and other requisite documents by 2.00 PM on 20.05.2016 at Corporate Office, Omfed, D/2, Sahid Nagar, Bhubaneswar – 751 007.
5. The various crucial dates relating to “**Tender for Providing Manpower Services to the Omfed, Bhubaneswar- 751 007**” are cited as under:
  - a) Period of issue of Tender Document : 01.05.2016 to 20.05.2016  
– upto 1.00 P.M
  - (a) Date and time for submission of Tender Document : 20.05.2016 –upto 02.00 P.M
  - (b) Date and time for opening of
    - (i) Technical Bid : 20.05.2016 , 03.00 P.M
    - (ii) Financial Bids of eligible Tenders and Selection : 27.05.2016, 03.00 P.M
  - (c) Likely date for commencement of Deployment : 01.07.2016  
of required manpower.
6. The tender has been invited under two bid system i.e **Technical Bid** and **Financial Bid**. The interested service providers are advised to submit two separate sealed envelopes super scribing “**Technical Bid for Providing Manpower Services to Omfed**” and “**Financial Bid for Providing Manpower Services to Omfed**”. Both sealed envelopes should be kept in a third sealed envelope super scribing “**Tender for Providing Manpower Services to Omfed, due on 20.05.2016**”.

7. The Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifteen Thousand only), refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft / Pay Order drawn in favour Omfed., Bhubaneswar failing which the tender shall be rejected summarily.
8. The successful tenderer will have to deposit a **Performance Security Deposit of Rs.5,00,000/-(Rupees Five Lakhs)** only in the form of Bank Guarantee from any Nationalised Bank drawn in favour of Omfed, payable at Bhubaneswar covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.
9. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly self attested ) along with the Technical Bid, **failing which their bids shall be summarily / out rightly rejected and will not be considered any further:**
  - (a) Registration certificate of the applicant organization;
  - (b) Copy of PAN / GIR Card;
  - (c) Copy of the IT return filed for the last three financial years;
  - (d) Copies of EPF and ESI certificates.
  - (e) Copy of the Service Tax registration certificate;
  - (f) Certified extracts of the bank Account containing transactions during last three years.
10. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
11. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorised to sign the tender bids.
12. The tender document should be signed by the authorized signatory of the bidder with name & seal of the firm at the bottom of all pages.
13. The Technical bids shall be opened on the scheduled date and time at 3 P.M on date 20.05.2016 in the Conference Hall of Omfed, D/2, Sahidnagar, Bhubaneswar, in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.

14. The Financial Bid of only those tenderers will be opened whose Technical Bids are found in order. The Financial bids shall be opened at 3 P.M on 27.05.2016 in the Conference Hall of Omfed, D/2, Sahidnagar, Bhubaneswar, in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
15. The Competent Authority of the OMFED reserves the right to annul all bids without assigning any reason.

#### **TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER**

1. The tendering manpower service provider should fulfill the following technical specifications:
  - (a) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of Omfed / its Units. Besides, if the Head of Unit / Controlling Officer are procuring manpower for deployment in their Unit (s), then the manpower service provider should provide the name, designation and contact number of the person to liaise with the said Unit(s).
  - (b) They should be registered with the appropriate registration authority.
  - (c) They should have at least ‘**three years**’ experience in providing manpower to Dairy Sectors / Public Sector Companies / Banks / Govt. Departments etc;
  - (d) They should have their own Bank Account;
  - (e) They should be registered with Income tax and Service tax departments;
  - (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
  - (g) Minimum turn-over of Rs.50 Lacs per annum for the last three consecutive years as per audited statement of accounts.
  - (h) Execution of contracts of similar type (minimum value to be prescribed) during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.

**TECHNICAL REQUIREMENT FOR MANPOWER TO BE DEPLOYED BY THE  
SUCCESSFUL MANPOWER SERVICE PROVIDER IN OMFED.**

1. He/She should be above 18 years of age and not exceeding 45 years.
2. The Minimum Educational Qualification for the required manpower will be as hereunder;

The Federation has tentative requirement of the manpower as given below:

Sl. No.	Designation of the Employee	Number	Minimum Qualification	Minimum Take Home Remuneration/person/month(in Rs.)
1	Operator			
i.	Refrn. & AC	20	ITI in Refgn. & AC	6240.00
ii.	Electrical	20	ITI in Electrical	6240.00
iii.	Fitter	12	ITI in Fitter	6240.00
iv.	Welder	12	ITI in Welder	6240.00
v.	Boiler	12	Boiler Attendant Certificate	6240.00
2	Accounts Assistant	12	B.Com/M.Com/MBA(Finance)	6240.00
3	Assistant	07	Any Graduate with Comp. Knowledge	6240.00
4	Data Entry Operator	15	Graduate with DCA/Equivalent with minimum typing speed of 40 wpm.	6240.00
5	Lab. Assistant	12	B.Sc.(Physics/Chemistry/Botany/Zoology/Biotechnology)	6240.00
6	Driver for Light vehicle	01	LMV License Holder	6240.00
7	Driver for Milk Tanker	01	HMV License Holder	6760.00
8	Helper for Milk Tanker	01	Literate	5720.00
9	Sales Attnd. For parlour/Office Attnd.	05	H.S.C.	5720.00
10	Dairy Tech.	10	Diploma in Dairy Technology	6760.00
11	Site Engineer	10	Diploma in Engineering(Civil/Mech./Elec.)	6760.00
12	Site Engineer	10	Degree in Engineering(Civil/Mech./Elec.)	7500.00

N.B: At Sl.No.4, the Data Entry Operator should have a speed of 4000 characters per minutes in English and should be well conversant with computers and essentially well trained in MS office, Internet and LAN function;

**APPLICATION – TECHNICAL BID  
For Providing Manpower Services to OMFED.**

1. Name of Tendering Manpower Service Provider : \_\_\_\_\_
2. Details of Earnest Money Deposit : D/D No. \_\_\_\_\_ date \_\_\_\_\_ of  
Rs. \_\_\_\_\_ drawn on Bank  
\_\_\_\_\_.
3. Name of Proprietor / Partner / Director : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Full Address of Registered Office : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Telephone No. : \_\_\_\_\_  
FAX No. : \_\_\_\_\_  
E-mail Address : \_\_\_\_\_
5. Full address of Operating / Branch Office : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Telephone No. : \_\_\_\_\_  
FAX No. : \_\_\_\_\_  
E-mail Address : \_\_\_\_\_
6. Name & telephone no. of Authorised : \_\_\_\_\_  
Officer / person to liaise with Unit(s)
7. Banker of the Manpower Service Provider : \_\_\_\_\_  
(Attach certified copy of statement of A/c for  
The last Three years)
8. PAN / GIR No. : \_\_\_\_\_  
(Attach attested copy)
9. Service Tax Registration No. : \_\_\_\_\_  
(Attach attested copy)
10. E.P.F Registration No. : \_\_\_\_\_  
(Attach attested copy)
11. E.S.I Registration No. : \_\_\_\_\_  
(Attach attested copy)

12. Financial turnover of the tendering **Manpower Service Provider** for the last 3 Financial Years.

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2013-14		
2014-15		
2015-16		

13. Additional information, if any:

(Attach separate sheet if space provided is insufficient)

14. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format.

(if the space provided is insufficient, a separate sheet may be attached)

Sl.No.	Name of client, address, telephone & Fax No.	Manpower services provided		Amt. of contract (Rs.Lakhs)	Duration of Contract	
		Type of manpower provided	No.		From	To

15. Additional information, if any

(Attach separate sheet, if required)

**Signature of authorized person**

Name:

Seal :

Date:

Place:

**DECLARATION**

1. I, \_\_\_\_\_ Son / Dauthter / Wife of  
Shri \_\_\_\_\_ Proprietor / Director / authorized signatory of the Service  
Provider, 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 authorized person

Name:

Seal :

Date :

Place:

**APPLICATION – FINANCIAL BID****For Providing Manpower Assistance to OMFED**

1. **Name of tendering Manpower Service Provider:**
2. **Remuneration per person per month ( 8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc.:**

Sl. No.	Manpower Type	Monthly Remuneration per person ( in Rs.)						Total per person
		Take home remuneration	EPF	ESI	Other statutory dues if any	Service Charge	Service Tax	
01	Operator							
i	Refgn. & AC							
ii	Electrical							
iii	Fitter							
iv	Welder							
v	Boiler							
2	Accounts Assistant							
3	Assistant							
4	Data Entry Operator							
5	Lab. Assistant							
6	Driver for Light vehicle							
7	Driver for Milk Tanker							
8	Helper for Milk Tanker							
9	Sales Attnd. For parlour/Office Attnd.							
10	Dairy Tech.							
11	Site Engineer(Diploma Engg.)							
12	Site Engineer (Degree Engg.)							
	Grand Total							

Date

Place

Signature of authorized person

Name:

Seal :

**Notes:**

- 1. The requirement may increase/decrease in any/all categories.**
- 2. The financial Bid with lowest grand total rate per person per month will be selected.**
- 3. The minimum take home remuneration per person should be as mentioned in the technical requirement and shall not be less than the minimum wages fixed/notified by the Govt. of Odisha from time to time.**
- 4. The total rates quoted by the tendering Service Provider should be inclusive of all statutory /taxation liabilities in force at the time of entering into the contract. The authority will have no liability in relation to any statutory or other dues.**
- 5. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower as certified by the Authority.**

Signature of authorized person

Name:

Seal :

### **TERMS & CONDITIONS**

#### **GENERAL:**

1. The Agreement shall commence from dt.\_\_\_\_\_and shall continue till dt.\_\_\_\_\_ unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on dt.\_\_\_\_\_ unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modification for a further specific period mutually agreed upon by the Manpower service provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Omfed, at present, has requirement of skilled Data Entry Operators/ Operators in different Trade/Laboratory Personnel/ Accounts Personnel/Assistant/ Engineers/ Heavy vehicle Drivers & Helpers for plying Milk Tankers on urgent basis. The requirement of Omfed may increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.
6. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 30 days notice to the Manpower Service Provider.
8. The persons deployed shall be required to report for work at as directed to the Unit Head or such other officer as may have been kept in charge of the Office Establishment of the Office concerned and would leave after 8 hour work and may also required to work beyond this, if required, for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
9. In case the person deployed is asked to work beyond working hour, he/she shall be entitled to late sitting-cum-refreshment compensation of Rs.50/- (fifty) per day.

10. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by Omfed on attending such duty.
11. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with Omfed so that optimal services of the persons deployed could be availed without any disruption.
12. The entire financial liability in respect of manpower services deployed in the Omfed shall be that of the Manpower Service Provider and Omfed in no way be liable. It will be the responsibility of the Manpower Service provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by Omfed.
13. For all intents and purposes, the Manpower Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against Omfed.
14. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. Omfed shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of Omfed and an authorized representative of the Manpower Service Provider.
15. The Omfed shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions / duties, or for payment towards any compensation.
16. The persons deployed by the Manpower Service Provider 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.
17. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
18. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
19. The Manpower Service Provider 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 Manpower Service Provider 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. \*

20. The Manpower Service provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his / her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
21. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
22. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of Omfed. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

**LEGAL:**

23. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
24. The Manpower Service Provider 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 Omfed. The Omfed shall have no liability in this regard.
25. The Manpower Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to Omfed, 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 Omfed.
26. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of Omfed or any other authority under Law.
27. The Tax deduction at Source (TDS) shall be done as per the provisions of Income Tax Act / Rules, as amended, from time to time and a certificate to this effect shall be provided by Omfed.

**\* Note: Registration / License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to Manpower Service Provider employing more than 20 workmen.**

28. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, Omfed is put to any loss / obligation, monetary or otherwise, Omfed will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
29. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Omfed will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to Omfed by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.

**FINANCIAL:**

30. The Technical Bid should be accompanied with an earnest Money Deposit (EMD), refundable without interest, in the form of Demand Draft / Pay Order drawn in favour of Omfed payable at Bhubaneswar, failing which the tender shall be rejected out rightly.
31. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid ( First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.
32. The successful tender will have to deposit a Performance Security Deposit of Rs.5,00,000.00 (Rupees Five Lakhs ) only in the form of Bank Guarantee from only Nationalised Bank drawn in favour of the Authority covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenders. The amount of Performance Security Deposit is to be determined by the Authority taking into account the contractual obligation of the manpower service provider.
33. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
34. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by Omfed in respect of the persons deployed and submit the same to the prescribed authority of Omfed in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

35. The claims in bills regarding Employees State Insurance, Provident Fund, Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of Omfed.
36. The amount of penalty calculated @ Rs. 100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
37. Omfed reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
38. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Decision of the competent authority of Omfed shall be binding on all parties.
39. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.
40. The successful bidder will enter into an agreement with Omfed for supply of suitable and qualified manpower as per requirement of Omfed on the above terms and conditions.

**DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID**

1. Application – Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of PAN / GIR Card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of Service Tax registration certificate;
7. Attested copy of the P.F registration letter / certificate;
8. Attested copy of the E.S.I registration letter / certificate;
9. Certified documents in support of the Financial turnover of the agency;
10. Certified documents in support of entries in column 13 of Technical Bid application;
11. Copy of the terms and conditions at pages 1 to 25 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

**DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER**

1. List of Manpower shortlisted by agency for deployment in Labour & Employment Department, containing full details i.e., date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons.
3. Any other document considered relevant.

### **AGREEMENT**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ Between the Orissa State Co-operative Milk Producers' Federation Ltd. (OMFED), Bhubaneswar, represented by \_\_\_\_\_, here-in-after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part.

AND

M/s \_\_\_\_\_ represented by Sri \_\_\_\_\_, here-in-after called the "Manpower Service Provider" which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the "Authority" desires that the services of " \_\_\_\_\_ " are required in \_\_\_\_\_ Omfed; And whereas the "Manpower Service Provider" has offered its willingness to the same in conformity with the provisions of the agreement;

And whereas the "Authority" has finalized the rate as per the terms and conditions of the agreement to the "Manpower Service Provider".

Now this agreement witnesses as below:-

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Omfed" to the "Manpower Service provider", the "Manpower Service provider" hereby agrees with the "Omfed" to provide personnel to be engaged as per requirement in the \_\_\_\_\_ (name of the Office / Unit) in conformity with the provisions of the Terms and Conditions.
3. That the "Omfed" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid upto \_\_\_\_\_.

**IN WITNESS WHEREOF** the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

**Signature of the Officer  
Authorized to sign on behalf of  
Manpower Service Provider**

**Signature of the Authority  
An officer acting in the premises  
for and on behalf of  
The Orissa State Coop. Milk  
Producers' Federation Ltd.,  
Bhubaneswar-751 007**

**In the presence of witness:-**

**Witness**

1. Name:.....  
Address:.....

2. Name:.....  
Address:.....

**Witness**

1. Name:.....  
Address:.....

2. Name:.....  
Address:.....

**ANNEXURE**

**TERMS & CONDITIONS OF THE AGREEMENT**

1. The Agreement shall commence from .....(date) and shall continue till.....(date) unless it is curtailed or terminated by the Authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on .....(date) unless extended further by the mutual consent of the Manpower Service provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Manpower Service Provider shall be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work in shift duty for 8 hours to the Officer as may have been kept in charge of the Establishment and would leave after completion of work for 8 hours and may also be required to work beyond stipulated hours for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. In case the person deployed is asked to work beyond eight hours he/she shall be entitled to late sitting-cum-refreshment compensation of Rs..50/- (Fifty) per day.
9. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.
10. The Manpower Service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.

11. The entire financial liability in respect of manpower services deployed in the Omfed shall be that of the Manpower service Provider and Omfed will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Omfed.
12. For all intents and purposes, the Manpower Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Omfed.
13. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. Omfed shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of Omfed and an authorized representative of the Manpower Service Provider.
14. The Omfed shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions / duties, or for payment towards any compensation.
15. The persons deployed by the Manpower Service Provider 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.
16. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
17. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
18. The Manpower Service Provider 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 Manpower Service Provider 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.
19. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his / her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.

20. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
21. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of Omfed. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
22. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
23. The Manpower Service Provider 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 Omfed. The Omfed shall have no liability in this regard.
24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to Omfed, 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 Omfed.
25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of Omfed or any other authority under Law.
26. The Tax deduction at Source (TDS) shall be done as per the provisions of Income Tax Act / Rules, as amended, from time to time and a certificate to this effect shall be provided by Omfed.
27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, Omfed is put to any loss / obligation, monetary or otherwise, Omfed will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
28. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. Omfed will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to Omfed by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

29. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of Agreement.
30. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by Omfed in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
31. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of Omfed.
32. The amount of penalty calculated @ Rs.100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
33. The Authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
34. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the court of law at Bhubaneswar for decision and the same shall be binding on all parties.
35. All disputes shall be under the jurisdiction of the court at Bhubaneswar where the headquarters of the authority of Omfed, who has executed the agreement, is located.