



TENDER DOCUMENT

FOR
ENGAGEMENT OF LABOUR CONTRACTOR TOWARDS WORKS ON
JOB CONTRACT BASIS
AT
**OMFED CATTLE FEED PLANT,RADHADAMODARPUR,
RADHAKISHOREPUR,VIA: ATHAGARH,DIST:CUTTACK.**

Submission of Filled in Tender Document: Upto 1400 Hours Dtd. 22.11.2018
Opening of Tender : 1500 Hours Dtd. 28.11.2018

Name of the Tenderer :

Address : -----

Telephone No. :

FAX No. :

E-Mail No. :

THE ODISHA STATE CO-OPERATIVE MILK PRODUCER'S FEDERATION LTD.
D-2, SAHIDNAGAR, BHUBANESAR-751007
Ph.No.(0674)2540273/2546030/2540417/2546121

COST - Rs.1000.00 + GST 12%



The Odisha State Cooperative Milk Producers' Federation Ltd.
D-2,Sahidnagar,Bhubaneswar-751007
Phone No.(0674)2540273,2546030,2540417, 2546121
Website: www.omfed.com

**TENDER NOTICE FOR ENGAGEMENT OF LABOUR CONTRACTOR
AT CATTLE FEED PLANT, RADHADAMODARPUR.**

Sealed tenders are invited from experienced Agency/Contractor for engagement as Labour Contractor to perform different works on job contract basis at Omfed Cattle Feed Plant, At-Radhadamodarpur, P.O:Radhakishorepur, Via:Athagarh, Dist-Cuttack for production of Cattle Feed - **1500 to 2000** MT apprx. per month. Filled in tenders shall be accepted upto 1400 Hours dtd. 22.11.2018 & shall be opened on the same day at 1500 Hours. For details, please visit our website www.omfed.com. Interested bidders may visit our website for further addendum, corrigendum etc. if any from time to time. It will only appear in the official website and not any other media including news paper.

**PLANT MANAGER
CATTLE FEED PLANT
RADHADAMODARPUR**

TENDER DOCUMENT

Engagement of Labour Contractor for performing works at Omfed Cattle Feed Plant.

- a) Available of Tender Document - The tender document can be available at Cattle Feed Plant, Radhadamodarpur, Radhakishorepur, Athagarh, Dist. Cuttack and at Omfed Corporate Office, D-2, Sahidnagar, Bhubaneswar on payment of Rs.1120/- including 12% GST only in cash on working days upto 1300 hrs of 22.11.2018. This can also be downloaded from website www.omfed.com. A separate Demand Draft of Rs.1120/- shall be submitted by the Tenderer in case of downloaded tender documents.
- b) Date and time of submission of Tender Document - 22.11.2018, 1400 Hours
- c) Date and time for opening of Tender :
- (i) Technical Bids - 22.11.2018, 1500 Hours
- (ii) Financial Bids of eligible Bidders - 28.11.2018, 1500 Hours
- d) Contract period - 03 years (The contract shall be renewed after successful Completion of each year)
- e) Likely date / month of Commencement of Contract - **1st December, 2018**
- g) 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.

ELIGIBILITY CRITERIA OF BIDDER

- 1) The Firm / Agency should be registered under the following appropriate authority.
 - a) Labour license from Labour Officer under Contract Labour (Regulation & Abolition) Act, 1970.
 - b) Employees Provident Fund Organization.
 - c) Employees State Insurance Corporation.
 - d) Income Tax
 - e) Goods & Services Tax
- 2) They should have their own Bank Account.
- 3) The Firm / Agency must be financially sound. The minimum turnover of Rs.40 (Forty) lakhs per annum for the last year as per audited statement of accounts.
- 4) The accounts of the Firm should have audited balance sheet for consecutive 2 years i.e. for the year 2016-17 and 2017-18.
- 5) The Firm/Agency should have update IT Return for the financial year 2017-18.
- 6) The Firm / Agency must have experience for engagement of workers in reputed organization of Odisha /other State.

SCOPE OF WORK AND GENERAL TERMS & CONDITIONS:

The Odisha State Cooperative Milk Producers' Federation Ltd., Bhubaneswar requires the services of reputed, well established and financially sound Labour Contractor to provide labour and perform works on job contract basis at Omfed Cattle Feed Plant, At: Radhadamodarpur, P.O: Radhakishorepur Via: Athagarh, Dist: Cuttack having cattle feed production of **1500 - 2000** MT appx. Per month.

01. The quantity is likely to vary depending upon the requirement.
02. The rates quoted should be inclusive of all statutory requirements like PF, ESI etc.
03. The Contractor will be liable to comply to all the statutory requirements under various Acts & Rules framed there under.
04. The tender document should be signed by the authorized signatory with name & seal of the firm at the bottom of all pages.
05. Jobs have to be carried out strictly as per instruction of Plant Authority/his representative.
06. Job has to be completed within schedule time.
07. Payment to the Contractor shall be made once in a month on submission of bill in triplicate.
08. No payment shall be released if work performance is unsatisfactory.
09. Labourers deployed should maintain strict discipline as per rules in the Plant premises.
10. Successful bidder will be communicated to deposit interest free Security Deposit of **Rs.4,00,000.00 (Rupees Four Lakhs Only)** within seven working days of such communication. If the bidder fails to deposit the Security Deposit within 7 working days, OMFED reserves the right to reject his bid unless the date line for deposition of Security Deposit is extended by OMFED 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 deposition of the Security Deposit within the prescribed date line, an agreement will be signed between the bidder and OMFED to undertake this work. No payment can be released to the bidder unless this agreement is signed.
11. All required materials, to execute the job, shall be supplied by the Plant except tools and tackles.
12. The Contractor shall provide Identity Card and Wage Card to each worker at his cost as required under the Contract Labour (Regulation & Abolition) Act, 1970 read with Orissa Rules under the said Act.
13. Credential/Certificates in support or experience to be furnished with the offer.
14. If a firm quotes 'Nil' charges/ consideration, the bid shall be treated as unresponsive and will not be considered.
15. Agency/ contractor engaged for providing required service and blacklisted by Omfed or any other organization due to reasons whatsoever shall not be eligible to participate in the Tender.

16. Offer without EMD of **Rs.50, 000.00 (Rupees Fifty Thousands Only)** in shape of Demand Draft in favour of OMFED payable at Bhubaneswar will not be taken into consideration.
17. The Technical Bid and Financial Bid shall be submitted in two separate sealed cover superscribing “Technical Bid” & “Financial Bid” respectively. The above two sealed Bids should be submitted in a third sealed cover superscribing “TENDER FOR ENGAGEMENT OF LABOUR CONTRACTOR AT OMFED CATTLE FEED PLANT, RADHADAMODARPUR, DUE ON 22.11.2018”.
18. Tenders filled in all respect must be sent by Regd. Post/ Courier/ Person to reach at “**The Odisha State Cooperative Milk Producers’ Federation Ltd., D-2, Sahid Nagar, Bhubaneswar - 751007 on or before 1400 Hours dtd.22.11.2018**”. Incomplete tenders and tender received after specified time shall not be accepted. Omfed shall not be responsible for any type of delay in arrival of tender. Once tender is accepted cannot be allowed for withdrawal.
19. The tenders will be opened by a Committee at **1500 Hours dtd.22.11.2018 at Omfed Corporate Office,D-2,Sahid Nagar,Bhubaneswar – 751007** in presence of interested tenderers/ their authorized representatives.
20. The Financial Bid of only those tenderers will be opened, whose Technical Bids are found in order. The Financial bids shall be opened **at 1500 Hours dtd.28.11.2018 at Omfed Corporate Office,D-2,Sahid Nagar,Bhubaneswar – 751007** in the presence of the representatives of the Labour Contractor, if any, who wish to be present on the spot at that time.
21. EMD of successful bidder will be adjusted towards security deposit. The EMD of unsuccessful bidder shall be refunded within one month of finalization of order.
22. If any party is awarded with the work, but does not carry out the work, his Security Deposit/EMD shall be forfeited.
23. If the tenderer does not meet statutory documents to the satisfaction of the management as stipulated above, Competent Authority shall reserves the right to reject the tender outright at the time of opening of tender.
24. The Omfed Management is at liberty to relax the eligible criteria if feel necessary considering the nature of work.
25. If a firm quotes ‘Nil’ charges/ consideration, the bid shall be treated as unresponsive and will not be considered.
26. Agency/ contractor engaged for providing required service and blacklisted by Omfed or any other organization due to reasons whatsoever shall not be eligible to participate in the Tender.

25. **ESCALATION CLAUSE :**

If minimum wages increase during the period of engagement under Minimum Wages Act 1948, the minimum wage plus statutory contribution shall be increased 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 of agency charges shall be on old rate.

26. **Penalty:**

In the event of bidder fails to execute the work within the schedule period, OMFED reserves the right to impose the penalty as decided by the Authority and also forfeit the EMD/Security Deposit.

27. **Disputes:**

- i) The Federation 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 Managing Director, OMFED will be final & binding in case the disagreement or dispute if not resolved by mutual negotiation.
- ii) Legal dispute if any, concerning to this supply shall be subject to such courts as exercising civil Jurisdiction over Bhubaneswar.

TECHNICAL BID REQUIREMENTS FOR THE TENDERING LABOUR CONTRACTOR TOWARDS LABOUR CONTRACT AND WORKS ON JOB CONTRACT.

Documents required:-

- i) Filled in tender application.
- ii) Original Money Receipt of Tender Purchase Form cost of **Rs.1120/-** or Demand Draft.
- iii) EMD of **Rs.50, 000/-** in shape of Demand Draft in favour of OMFED. (Payable at Bhubaneswar).
- 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) Goods & Service Tax No.
 - c) Income Tax Pan No. & latest update IT Return for the financial year 2017-18
- vi) Experience certificate, if any, for engagement of workers in reputed organization in Odisha.
- vii) Other statutory requirement as per prevailing law.
- viii) Proof of Audited Balance Sheet/TDS Certificate for consecutive 2 years shall be furnished. (For the year 2016-17 and 2017-18)

**APPLICATION – TECHNICAL BID
FOR ENGAGEMENT OF LABOUR CONTRACTOR TOWARDS WORKS ON JOB CONTRACT
AT CATTLE FEED PLANT, RADHADAMODARPUR.**

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)

Signature of the Bidder

11. GST/ARN 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 two financial years.

Financial Year	Amount (Rs.in Lakhs)	Remarks, if any
2016-17		
2017-18		

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

Signature of Bidder

Name :

Seal :

Date:

Place:

DECLARATION

1. I, _____ Son / Daughter / Wife of
Shri _____ 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 Bidder

Name:

Seal :

Date :

Place:

APPLICATION – FINANCIAL BID
(To be filled up and submitted for works on job contract basis)
SCHEDULE OF WORKS

Sl. No.	Item	Rates Offered		Analysis of Rate per Unit		
		Unit	Rate per Unit	Basic Rate per Unit	Statutory contribution(*)	Service charge (Absolute amount)
1	2	3	4	5	6=(5)*34.26%	7
1	Unloading of different Raw Materials packed in gunny bags of different weights from the transport vehicle carrying the same to the Godown or as directed by plant, stacking the same at a safe height.	MT	Rs.----- per MT			
2	Removal of the Raw Material from the stack and carrying the same to the dumping hopper opening of the Raw Material bags & dumping the Raw Material in the hopper slowly including breaking of lumps, if any, to pass through the hopper grill.	MT	Rs----- per MT			
3	Preparation of Pre-mix in right proportion which include different items to be used in the feed in a small quantity by carrying the items from inside the godown , mixing the same properly and putting the mix inside a bag weighting maximum 60 Kg .Dumping the same in the premix dumping hopper as per requirement as per instruction.	Bag	Rs..... per MT			
4	Transfer of finished products filled in bag of different weights maximum 70 kg per bag from the slat conveyor and stacking the same in proper order in the finished product godown up to a 10 stacks maximum as per the instruction.:	MT	Rs..... per MT			
5	Removal of finished product bags from the stack properly and loading the same on the delivery vehicles with proper stacking.	MT	Rs..... per MT			

Signature of Bidder
Seal & Date

Sl.No.	Item	Rates Offered		Analysis of Rate per Unit		
		Unit	Rate per Unit	Basic Rate per Unit	Statutory contribution(*)	Service charge(Absolute amount)
1	2	3	4	5	6=(5)* 34.26%	7
6	(a) Printing of gunny bags with the help of stencil and paint to be provided by the plant.(i) one Side (ii) Both Sides. (b) Labour Charges for screen printing of bags (i) One Side (ii) Both Sides.	Bag Bag	Rs..... per Bag Rs..... per Bag			
7	Cleaning of empty raw Material bags and bundling the same (50 bags/Bale) (i) With the help of machine (ii) Manual cleaning	Bale Bale	Rs..... per Bale Rs..... per Bale			
8	Unloading of gunny bag bales from the transporting vehicles & stacking the same in the godown. (i) Up to 500 bags/bale (ii) More than 500 bags/bale	Bale Bale	Rs..... per Bale Rs..... per Bale			
9	Transfer of Raw Material/Semi-finished/Finished products to RMG from any height of the plant for re-processing.	MT	Rs..... per MT			

**Signature of Bidder
Seal & Date**

Sl.No.	Item	Rates Offered		Analysis of Rate per Unit		
		Unit	Rate per Unit	Basic Rate per Unit	Statutory contribution(*)	Service charge(Absolute Amount)
1	2	3	4	5	6=(5)* 34.26%	7
10	Shifting of materials from outside to the godown and stacking or dumping into the hopper and vice versa.	MT	Rs..... per MT			
11	Transshipment of Cattle Feed from one truck to another	MT	Rs..... per MT			
12	Unloading of Steel, Engg. Items , Cement, Machinery & Lubricants etc.	MT	Rs..... Per MT			
13	High stack of raw materials & finished products at RMG & FPG(Beyond 10 bags)	MT	Rs..... per MT			
14	Un-loading of Diesel/Lubricants	KL	Rs..... per KL			
15	Loading of Raw materials/Goods for stock transfer within internal godown.	MT	Rs..... per MT			
16	Unloading of Raw materials/Goods for stock transfer within internal godown.	MT	Rs..... per MT			
17	Loading of Mineral Mixture	MT	Rs..... per MT			
18	Unloading of Mineral Mixture	MT	Rs..... per MT			

**Signature of Bidder
Seal & Date**

Sl.No.	Item	Rates Offered		Analysis of Rate per Unit		
		Unit	Rate per Unit	Basic Rate per Unit	Statutory contribution(*)	Service charge(Absolute Amount)
1	2	3	4	5	6=(5)* 34.26%	7
19	Reprocessing/ Repacking of finished products	MT	Rs..... per MT			
20	Bagging & Stitching of Finished Products	MT	Rs..... per MT			
21	Cleaning of plant premises/Building/toilets etc.	32 Hours/day	Rs..... Per Hour			
22	Engagement of Un-Skilled Labour on time rate (per hour /per head)	Hour/day	Rs..... per Hour			
	TOTAL		Rs.....			

**Signature of Bidder
Seal & Date**

N.B:

- (1) The Bidders shall quote the rate of all jobs considering the Minimum Wage applicable to an Unskilled worker.
- (2) All the jobs are co-related, selection of lowest bidder shall be decided considering the total sum of all jobs. For this purpose, the bidders have to quote for all jobs. Rate quoted partially will be summarily be rejected.
- (2) The contractor shall ensure deposit of all statutory dues as mentioned below, along with GST and on production of deposit evidence, the dues of the contractor shall be released in the said regard.
- (3) Illustration for calculation of quoting rates furnish in page: 15

BREAK UP OF STATUTORY CONTRIBUTIONS.

Sl.No.	Particulars	Other	Percentage
1	P.F. Employer Contribution	-	13.00%
2.	E.S.I. Employer Contribution	-	04.75%
3.	Bonus	-	08.33%
4.	Leave Salary	18 days annual	5.66%
5.	N & F Holidays	08 days annual	02.52%
	Total		34.26%

ESCALATION CLAUSE:-

If minimum wages increase during the period of engagement under Minimum Wages Act 1948, the column value at (6) shall be increased prorata basis accordingly with same rate with all statutory dues, excluding service/agency charges, which shall be as under.

- i. If minimum wage increase within the contract period of engagement, the column value at (5) shall be increased accordingly.
- ii. On such increase, Statutory contributions and **GST** as applicable from time to time, shall stands revised automatically and be paid at the revised rate on production of documents as proof of deposit .
- iii. There shall be no change in the service charge i.e. the column value at (7) remain constant during the contract period.

N.B: Quantity shall be decided by the plant Manager as per his requirement form time to time.

**Signature of Bidder
Seal & Date**

ILLUSTRATION FOR CALCULATION OF QUOTING RATES

Sl. No	Item	Rates Offered		Analysis of Rate per Unit		
		Unit	Rate per Unit	Basic Rate per Unit	Statutory contribution(*)	Service charge (Absolute amount)
1	2	3	4	5	6=(5)* 34.26%	7
1	Unloading of different Raw Materials packed in gunny bags of different weights from the transport vehicle carrying the same to the Godown or as directed by plant, stacking the same at a safe height.	MT	68.13 per MT	50.00	17.13	1.00
2	Removal of finished product bags from the stack properly and loading the same on the delivery vehicles with proper stacking.:	MT	Rs.41.28 per MT	30.00	10.28	1.00
3	Shifting of materials from outside to the godown and stacking or dumping into the hopper and vice versa.	MT	Rs.47.99 per MT	35.00	11.99	1.00
4	High stack of raw materials & finished products at RMG & FPG	MT	Rs.27.85 per MT	20.00	6.85	1.00
6	Engagement of Semi-Skilled Labour on time rate (per hour/per head)	Hours/day	Rs. 47.99 Per Hour	35.00	11.99	1.00
	TOTAL		Rs.233.24			

**Signature of Bidder
Seal & Date**

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 Odisha State Co-Op. Milk Producers, Federation Ltd., a society registered under the Co-Op. Societies Act.1962 having its registered and corporate office at D-2,Sahid Nagar, Bhubaneswar here in after referred to as “OMFED” (Which expression shall, unless repugnant to the context or meaning there of, include its successors in interest and assigns) of the one part.

AND

M/s _____, referred to as “the CONTRACTOR” (which expression shall, unless repugnant to the context or meaning there of, include their success or in interest and assigns) of the OTHER PART.

Where as OMFED, engaged in the business of production, processing and marketing of Milk, Milk products, Agri products & Cattle Feed has decided to engage labour on job contract and man-days basis through experienced contractors, having valid labour license, for carrying on its business at different places and published notice therefore in local news paper.

AND WHEREAS the CONTRACTOR, who is in the business of the said jobs and supplying labour 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 job contract basis in OMFED.

AND WHERE AS in consideration of the offer of the CONTRACTOR and negotiation held, OMFED has decided to entrust the different works on job contract basis as indicated in the schedule, of its _____ unit to the CONTRACTOR on the terms and conditions here in after contained.

1. The agreement will be initially for a period of Three years with effect from Dt.01.12.2018 to Dt.30.11.2021 with an option for renewal of the same from time to time as per discretion of OMFED 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 schedules (ORDER DOCUMENTS) annexed hereto.
3. The rates as indicated in the schedule, include minimum wages prescribed by the State Govt., 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 OMFED, if not mentioned otherwise in the schedule.
4. The payment shall be released by the Unit Head concerned of OMFED every month on submission of Bill/Supporting documents by the Contractor including the wage cards for the period. All statutory deposit shall be paid to the contractor on reimbursement basis on production of deposit evidence / proof of disbursement of payments.

5. 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 OMFED, 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.
6. The CONTRACTOR shall have to make payment to the Labourers engaged in the presence of the authorized representative of OMFED or Unit Head concerned by 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 OMFED. 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 OMFED.
7. The CONTRACTOR shall have to produce all the supporting documents and photocopies of the challans in respect of 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 Deptt. in time & to take responsibility to clear up outstanding dues if any, of the said period.
8. 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, OMFED will deduct the sum as determined by Managing Director/Plant Manager as penalty from Contractor's Bill/Security deposit and shall terminate the contract on repetition of such default without any prior notice.
9. The CONTRACTOR shall comply with all the statutory requirements under various Acts and Rules as applicable to the establishment of OMFED, 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 OMFED, 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.

10. 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 OMFED or on its behalf by the Unit Head or Authorized Officer to carry out the overtime for a specified period of time.
11. 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.
12. 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.
13. 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, OMFED or his Authorized Representative or such other authorized Officer. The OMFED shall not be responsible to provide any work to the labourers, if the Unit remains closed due to the reason beyond control.
14. 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.
15. 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.
16. The labour contractor shall have to furnish a list of labourers along with their weekly off after ascertaining the actual requirement of no. of labourers from the OMFED (Plant Manager).The contractor will not have any claim or proportionate sharing of no. of labours supply with other contractor engaged in the plant.

17. The CONTRACTOR shall make good the losses sustained by OMFED 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 mater 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 OMFED from time to time.
18. 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 OMFED staff, Officers and visitors as well.
19. The CONTRACTOR shall deposit Rs.4, 00, 000/- with OMFED / Respective Unit as interest free security deposit. If any loss arises due to negligence on the part of the contractor. OMFED shall deduct such amount from the security deposit of the CONTRACTOR.
20. The agreement is terminable with one month 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 OMFED fails to make any alternative arrangement during the notice period, Contractor shall continue to provide services as per the present terms of contract till OMFED makes such alternative arrangement, which shall not exceed three months, in any case.
21. The CONTRACTOR shall at his own expenses return/handover the possession of materials at its disposal to the concerned Unit Head of OMFED or Authorized Representative in a peaceful manner after termination of this agreement.
22. 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 Managing Director, OMFED by either party and decision of Managing Director. OMFED shall be final and binding on the parties and in no case will be subject to any judicial scrutiny.
23. In case of any dispute or differences pertaining to this agreement, the jurisdiction of Civil Courts at Bhubaneswar will apply since the present agreement is entered into between the parties at Bhubaneswar. 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 Bhubaneswar.

IN WITNESS WHERE OF the parties have executed this presents on the day, month and year first above written.

For & on behalf of the Contractor.

For & on behalf of OMFED

Authorized Signatory of the Contractor
(With Seal)

Authorized representative of the Odisha State
Co-Operative Milk Producers' Federation Ltd.
D-2, Sahid Nagar, Bhubaneswar -751007. (With Seal)

Signature in presence of

01.

01.

02.

02.