



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

## **TENDER DOCUMENT**

**FOR**

**ENGAGEMENT OF MANPOWER SERVICE PROVIDER**

**IN ROURKELA DAIRY UNDER OMFED**

Date of Commencement for Sale of Tender Papers	<b>9.07.2020 (10.00 AM to 4.00 P.M)</b>
Last Date & Time for Sale of Tender Papers	<b>23.07.2020 (Up to 1.00 P.M)</b>
Last Date & Time for receipt of Tender (Technical Bid and Price bid in separate sealed covers)	<b>23.07.2020 (Up to 2.00 P.M)</b>
Date and time of opening of Tender (Technical Bid)	<b>23.07.2020 (AT 3.00 P.M)</b>
Date and Time of opening of Tender (Financial Bid)	<b>31.07.2020 (AT 3.00 P.M)</b>

RECEIPT OF TENDER PAPERS :

PLACE OF OPENING OF TENDER :

ADDRESS FOR COMMUNICATION:

1. Can be downloaded from the website of Omfed

2. Can be purchased from Rourkela Dairy

At./P.O : Luakera, Rourkela-9

Dt. : Sundargarh,

Tel./Fax : 0661-2651312

[Email: omfedrkdairy@yahoo.com](mailto:omfedrkdairy@yahoo.com)

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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**  
**Website: www.omfed.com**

**Tender Notice for Engagement of Manpower Service Provider in Rourkela Dairy under Omfed**

Sealed tenders are invited in 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 **in Rourkela Dairy** under Omfed. Sealed tenders duly filled in by the bidders shall be accepted up to **2.00 p.m. dtd.23.07.2020** & Technical Bids shall be opened on the same day at 3.00 p.m. in presence of interested bidders or their **representatives in Rourkela Dairy, At/Po: Luhakera, Rourkela-9, Dist: Sundargarh, Odisha**. The financial bidder shall be opened on **31.07.2020**. For details, please visit our website [www.omfed.com](http://www.omfed.com) . Interested bidders may visit our website for further addendum, corrigendum etc. if any from time to time.

Omfed reserves the right to accept or reject of all the bids or part thereof without assigning any reason.

DY. GENERAL MANAGER (HR)

**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 in Rourkela Dairy under Omfed.**

- (a) Period of issue of Tender Document : The tender document will be available at **Rourkela Dairy, At/Po: Luhakera, Rourkela-9, Dist: Sundargarh, Odisha** under Omfed and at omfed website on payment of Rs.560/- (including GST) only in cash on Working days up to 1.00 P.M Dtd. **23.07. 2020**. This can also be downloaded from website [www. omfed. com](http://www.omfed.com). A separate demand Draft of Rs.560/- shall be submitted by the Tenderer downloaded tender documents.
- (b) Date and time of submission of Tender Document : **23.07.2020**- up to 2.00 P.M at **Rourkela Dairy**
- (c) Date and time for opening of
- (i) Technical Bids : **23.07.2020 - 3.00 P.M.**
- (ii) Financial Bids of eligible Bidders : **31.07.2020 - 3.00 P.M**
- (d) Tender For : 01 year
- (e) Tentative date for commencement of deployment of : **01.09.2020**  
Required manpower.

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 authority.
  - a) They should be registered with statutory authority.
  - 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.10 (Ten) lakhs** per annum for last three consecutive years as per audited statement of accounts.
- 4) The accounts of the Firm should have audited balance sheet for consecutive 3 years i.e. for the year 2016-17, 2017-18 and 2018-19.
- 5) The Firm/Agency should have updated IT Return for the financial year 2018-19.
- 6) The Firm / Agency must have experience for engagement of workers in reputed organization of Odisha /other State.
- 7) The registered office or one of the branch offices of the manpower service provider should be Located within the jurisdiction of Odisha.

**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 will be for a period of One year w.e.f 1.08.2020. The term of engagement period can be extended on yearly basis up to 31.07.2023 subject to satisfactory performance provided the requirement of Omfed for manpower personnel in time. Omfed, however, reserves right to terminate this initial contract at any time after giving one month notice to the selected Service Provider.
3. The **Rourkela Dairy** under Omfed has tentative requirement for **03** nos. personnel in various discipline (As mentioned in Technical Requirement. The requirements may increase / decrease in any / all the categories. The bidder may be required to provide additional manpower in various locations as per need.
4. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money **Deposit (EMD) amounting to Rs.7,500/-** and other requisite documents by **2.00 PM on 23.07.2020** at **Rourkela Dairy, At/Po: Luhakera,Rourkela-9, Dist: Sundargarh, Odisha**. Bids without EMD shall not be considered.
5. The various crucial dates relating to “**Tender for Providing Manpower Services to the Omfed, Rourkela Dairy**” are cited as under:
  - a) Period of issue of Tender Document : Up to 1.00 P.M Dt. 23.07.2020
  - (a) Date and time for submission of Tender Document : 23.07.2020 –up to 02.00 P.M
  - (b) Date and time for opening of
    - (i) Technical Bid : 23.07.2020 , 03.00 P.M
    - (ii) Financial Bids of eligible Tenders and Selection : 31.07.2020, 03.00 P.M
  - (c) Tender For : 01 year
  - d) Tentative date for commencement of deployment of : 01.09.2020  
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 Rourkela Dairy under Omfed**”. Both sealed envelopes should be kept in a third sealed envelope super scribing “**Tender for Providing Manpower Services to Rourkela Dairy under Omfed**”, due on **23.07.2020**.

7. (i.) The **Earnest Money Deposit (EMD) of Rs.7,500/- (Rupees Seven thousand Five Hundred 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.  
  
(ii.) The EMD shall be forfeited in case the Service Provider fails to accept the Work Order for any reason what so ever as per our work order.
8. The successful tenderer will have to deposit a **Performance Security Deposits amounting to Rs.30,000/- (Rupees Thirty Thousand only)** before execution of Agreement.
9. The 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 financial year 2018-19
  - (d) Copies of EPF and ESI certificates.
  - (e) Copy of the GST registration certificate;
  - (f) Certified extracts of the bank Account containing transactions during March 2020.
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 up 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 authorized 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 23.07.2020** in the chamber of Plant Manager of **Rourkela Dairy, At: Panchamahala, Po:Koradagadia, Dist:Angul-759132, Odisha** 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 31.07.2020** in the chamber of Plant Manager, **Rourkela Dairy** 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 at any time.

#### **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 or their representatives ask for manpower arrangement in their Unit (s), then the manpower service provider should provide the name, designation and contact number of the person to monitor 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;/ Experience Certificate should be submitted,
  - (d) They should have their own Bank Account;
  - (e) They should be registered with Income tax and GST Authority;
  - (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
  - (g) Minimum turn-over of Rs.10 Lacs per annum for the last three consecutive years as per audited statement of accounts.
  - (h) The Tendering manpower service provider should not have poor performance track record in omfed. In such cases their tender will be rejected.



TECHNICAL REQUIREMENT FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL  
MANPOWER SERVICE PROVIDER IN **ROURKELA DAIRY**  
UNDER 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 Bhubaneswar Dairy has tentative requirement of the manpower as given below:

Sl. No.	Manpower Engaged	Minimum Qualification	Type/ Category	Monthly Remuneration	Rourkela Dairy
1	2	3	4	5	6
1	Operator		Skilled	10088	
i	Refgn. & AC	ITI Refgn. & AC	Skilled	10088	
ii	Electrical	ITI Electrical	Skilled	10088	
iii	Fitter	ITI Fitter	Skilled	10088	
iv	Welder	ITI Welder	Skilled	10088	
v	Boiler	ITI Boiler	Skilled	10088	<b>1</b>
2	Accounts Assistant	B.COM/M.COM/ MBA Finance	Skilled	10088	
3	Assistant	Any Graduate with Computer Knowledge	Skilled	10088	
4	Data Entry Operator	Graduate with DCS/Equivalent with minimum typing speed of 40)	Skilled	10088	<b>2</b>
5	Lab Assistant	B.Sc (Physics/Chemistry/ Botany/Zoology/Biotechnology)	Skilled	10088	
6	Driver for Light Vehicle	LMV License Holder	Skilled	10088	
7	Driver for Heavy Vehicle	HMV License Holder	Skilled	10088	
8	Sales Attendant for parlour/Office Attendant	Literate	Semi Skilled	8788	
9	Dairy Tech.	Diploma in Dairy Technology	High Skilled	11648	
10	Site engineer	Diploma in Engg.	High Skilled	11648	
11	Site Engineer	Degree in Engineering	High Skilled	11648	
	<b>TOTAL</b>				<b>3</b>

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 Rourkela Dairy under 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. Detail Postal Address of Registered Office : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Telephone No. : \_\_\_\_\_  
FAX No. : \_\_\_\_\_  
E-mail Address : \_\_\_\_\_
5. Detail Postal 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. GST 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
2016-17		
2017-18		
2018-19		

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 / Daughter / 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 Rourkela Dairy under 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.)						
		Monthly remuneration	EPF	ESI	Other statutory dues if any	Service Charge	GST	Total per person
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 Heavy vehicle							
8	Sales Attn. For parlour/ Office Attn.							
9	Dairy Tech.							
10	Site Engineer (Diploma Engg.)							
11	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 bidder may be required to provide additional manpower in various locations as per need.
3. The bidder quoted lowest rate in total for all category of personnel will be selected at **Rourkela Dairy plant**. For this purpose, the bidders have to quote for all posts. Rate quoted partially will be summarily be rejected.
4. The monthly remuneration per person should be as mentioned in the technical requirement.
5. 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.
6. 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.
7. Tender shall be opened at **Omfed Rourkela Dairy, At/Po: Luhakera, Rourkela-9, Dist: Sundargarh, Odisha**

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 is terminable with one month Notice in writing from either side during the agreement period. The Service Provider shall, however not leave the Services either during the agreement period or after the period of agreement till alternate arrangement is made by Omfed.
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 Omfed, at present, has requirement of skilled Data Entry Operators/ Operators in different Trade/Laboratory Personnel/ Accounts Personnel/Assistant/ Engineers/ Heavy vehicle Drivers/Light Vehicle drivers & Helpers for plying Milk Tankers on requirement 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 or however required.
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.

09. 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.
10. 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.
11. 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.
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 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. Statutory 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. \*



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. In case of non performance, involvement in theft, fraud, or in any indiscipline let the person concerned be terminated from that work whatsoever directed by the Competent Authority. Suitable replacement should be provided as per the requirement of management.

**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) IT & GST shall be done as per the provisions of Income Tax Act / GST 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 placement of 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.30,000/- ( Rupees Thirty Thousand 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, GST 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 Certificate of agency;
3. Certified copy of the statement of bank account of agency for March2020
4. Attested copy of PAN / GIR Card;
5. Attested copy of the latest IT return filed by agency for the financial year 2018-19;
6. Attested copy of GST 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 26 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 Odisha 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 will be for a period of one year with effect from Dt.----- to Dt.-----

**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.

**For & Onbehalf of the Manpower  
Service Provider**

**For & Onbehalf of Omfed**

**Authorized Signatory on behalf of  
Manpower Service Provider  
(with Seal)**

**Authorized representative of  
The Orissa State Coop. Milk  
Producers' Federation Ltd.,  
Bhubaneswar-751 007  
(with Seal)**

**Signature in Presence of**

**Witness**

**Witness**

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

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

**Signature of the Bidder  
(Seal & Date)**

**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 is terminable with one month Notice in writing from either side during the agreement period. The Service Provider shall, however not leave the Services either during the agreement period or after the period of agreement till alternate arrangement is made by Omfed.
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 Service Provider has to execute an Agreement if so selected after successful bidding and the stipulations made herein shall form part and parcel of the said Agreement if not specifically indicated there in.**
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 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.
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) on GST & IT shall be done as per the provisions of Income Tax Act / GST 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 successful tender will have to deposit a performance Security Deposit of **Rs.30,000/- (Rupees Thirty Thousand only)**. In case the Service Provider Fails/neglect in making payment to its employees and does not comply statutory provision, the payment shall be held up without any notice till necessary compliance is made by the service provider. However, liability of Omfed, if any, on account of such non-compliance of statutory provision shall be chargeable to the account and shall be deducted from the pending bills/ performance guarantee of the service provider.
33. 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.
34. 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.
35. 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.
36. All disputes shall be under the jurisdiction of the court at Bhubaneswar keeping in view the headquarters of Federation.