



TENDER DOCUMENT FOR CLEANING & SANITATION

AT OMFED DAIRY, ARILO

Date of Commencement for Sale of Tender Papers	16.05.2023 (10.00 AM to 04.00 P.M)
Pre Bid Meeting	25.05.2023 at 4.00 P.m at Omfed Corporate Office
Last Date & Time for Sale of Tender Papers	07.06.2023 (Up to 01.00 P.M)
Last Date & Time for receipt of Tender (Technical Bid and Price bid in separate sealed covers)	07.06.2023 (Up to 02.00 P.M)
Date and time of opening of Tender (Technical Bid)	07.06.2023 (AT 03.00 P.M)
Date and Time of opening of Tender (Financial Bid)	Will be intimated to the technically qualified eligible bidders later on

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

THE ODISHA STATE CO-OPERATIVE MILK
PRODUCERS' FEDERATION LTD.
(OMFED), D-2, SAHIDNAGAR,

APR'23

COST - Rs.6000.00 + GST -18%

The Odisha State Co-operative Milk Producers' Federation Ltd.,
D-2, SahidNagar, Bhubaneswar-751007.
PhoneNo:0674-2544576,2546030,2546121,2540417,2540273.
Fax:0674-2540974
E-mail:omfed@yahoo.com Website:www.omfed.com



The Orissa State Co-operative Milk Producers' Federation Ltd., D-2, Sahid Nagar, Bhubaneswar-751007.

Phone No: 0674-2544576, 2546030, 2546121, 2540417, 2540273.

Fax: 0674-2540974

E-mail: omfed@yahoo.com Website: www.omfed.com

NOTICE INVITING TENDER

OMFED invites sealed tender from experienced, reputed technically and financially sound bidders for "Cleaning and Sanitation" at premises of 05 LLP Dairy of OMFED at Arilo. Interested bidders may download the Tender Document from OMFED website www.omfed.com & submit their sealed offer in separate envelopes with complete technical details. The tender document along with the **cost of tender form of Rs. 6,000/- + 18% GST with E.M.D. of Rs.30,000/- (Thirty Thousand Only)**, both in shape of Demand Draft in favor of OMFED drawn on any Nationalized Bank payable at Bhubaneswar, should reach at the above addressed office from **16/05/2023** latest by **07/06/2023** up to 13.00 hours. The sealed offers shall be opened on the same day i.e., **07/06/2023** at 15.30 hours in presence of participant bidders. For details, please visit OMFED website www.omfed.com.

The corrigendum, if required, shall only be published in OMFED website buttoning any other media/newspapers.

OMFED reserves the right to accept or reject any or all the tender documents or in part without assigning any reason thereof.

Managing Director



The Orissa State Cooperative Milk Producers' Federation Ltd.,

D-2, Sahid Nagar, Bhubaneswar-751007.

PhoneNo:0674-2544576,2546030,2546121,2540417,2540273.

Fax:0674-2540974

E-mail:omfed@yahoo.com Website: www.omfed.com

DETAILS

Tender for	Cleaning and Sanitation
Reference No.	489/HRD/CSARILO/2023/
Cost of Tender Form	Rs.6000/-+18%GST
Schedule-I	Eligibility Criteria'
Schedule-II	General Terms and Conditions
Schedule-III	EMD & Security Money
Schedule-IV	Scope of Cleaning and Sanitization work
Schedule-V	Rate Submission Format
Schedule-VI	Technical Details
Earnest	Rs.30,000/- (Rupees Thirty thousand only)
Last date and time for submission of tender document	Dt.07/6/2023 till 13.00 hours
Date & Time for opening of Tender	Dt.07/06/2023 at 15.30 hours
Envelop-A	EMD- to be submitted.
Envelop-B	Technical documents to be submitted.
Envelop-C	Financial bid to be submitted.
Address for communication	Managing Director Orissa State Cooperative Milk Producers' Federation. Ltd., D-2, Sahid Nagar, Bhubaneswar-751007 (Odisha)

Managing Director

SCHEDULE –I

ELIGIBILITY CRITERIA OF BIDDER

1. The Firm/Agency should be registered under the following appropriate Authority
 - Labour License from Labour Officer under Contract Labour (Regulation & Abolition) Act, 1970.
 - Employees Provident Fund Organization.
 - Employees State Insurance Corporation.
 - Income Tax (PANCARD)
 - Goods & Service Tax (GST)
2. They should have their own Bank account (in the name of the Firm/Agency)
3. The Firm/ Agency must be financially sound. The minimum turnover should be Rs. 30 (Thirty) Lakhs per annum for the Last 3 years & the audited statement should be submitted.
4. The account of the Firm should have audited for consecutive 03 years, i.e., for the year 2019-20, 2020-21 & 2021-22.
5. The Firm /Agency should have updated IT Returns for the financial year 2019-20, 2020-21 & 2021-22.
6. GSTR-1 & 3B for last two months or last two quarters
7. The bidder should not have unsatisfactory performance track record in any organization for last 3 years and shall submit the satisfactory performance certificate from their clients for last three years where they are performing cleaning and sanitation work currently.
8. Bidders should have valid license with minimum 03 years of experience & professionally competent service in any Dairy Industry/Food Industry/Educational Institute or Repute/Government/Semi-Govt./ Public Sector Under taking/Autonomous Body/Reputed Corporates eligible to apply.
9. Bidders should not have been black listed by Omfed or any other organization.
10. The bidder will not be eligible to participate in the Tendering process if there is any case under sub-judice against any unit of Omfed for any reason whatsoever it may be.
11. Self-undertaking regarding declaration of non-blacklisting and filing of any legal petition against Omfed should be submitted.
12. Trader License issued by the Concerned Municipal Authority.
13. Non-Conviction Certificate from Policy Authority.
14. Copy of ECR & EPF for last two months i.e February 2023 & March 2023.

Seal and Signature of Bidder

SCHEDULE – II

General Terms & Conditions:

For the purpose of this particular contract, bidder should meet the following qualifying minimum criteria:

1. Period of Contract is initially for one year from the date of Award/Agreement, but the contract may be renewed for one more year, if the performance is satisfactory.
2. Financial bids of those parties will be opened who have qualified in technical bids.
3. Uniform - Each worker must wear uniform, designed and approved by OMFED. Entire expenditure for the uniforms should be borne by the contractor.
4. Quoting unduly lower rate of Service Charge shall not be considered for evaluation of financial bid. The contractor has to quote the rate including GST, cost of identity card, uniform, all other statutory charges etc. The decision of the Managing Director, OMFED, in this regard shall be final and binding. No representation will be entertained and replied to.
5. Evaluation of Financial Bid: The price bid will be evaluated for compliance with statute like Minimum Wages Act, ESI Act, EPF Act, Bonus Act, etc. Only those bids that comply with all the applicable statutes will be considered for evaluation of reasonability of service charge.
6. Tender shall be submitted in prescribed tender form only. If submitted in any other form the same shall be summarily rejected.
7. The house keeping Contractor will furnish full particulars of the personnel deputed to OMFED.
8. In case, any incident occurs in the campus, concerned housekeeping individual should report to OMFED higher officials (Plant Manager).
9. Deputed Housekeeping personnel shall be polite, courteous, well behaved and honest. The contractor shall be personally responsible for the conduct of his staff and in case of any complaint against any of his staff, the Contractor will be under an obligation to change the worker concerned when instructed by OMFED authority.
10. In case the Contractor fails in fulfilling the obligations fully and in time, OMFED shall have the absolute right to take up the work at the Contractor's cost & risk and recover any and all such expenses from the amount due to the Contractor including Performance Security. The Institute shall have right to impose penalty commensurate with the fault and amount towards damages if any, shall be recovered from the bill and/or Performance Security.

Seal and Signature of Bidder

11. OMFED reserves the right to accept or reject any or all the tenders in part or whole or may cancel the tender at any stage at its sole discretion without assigning any reason and decision of Managing Director OMFED shall be final and binding. No further correspondence in this regard will be entertained.
12. It is the sole responsibility of the contractor to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract:
 - Minimum Wages Act
 - Workmen Compensation Act.
 - Contract Labor (Regulation & Abolition) Act, 1970.
 - Employees Provident Fund Act & Misc. Provisions Act.
 - ESI Act, Payment of Bonus Act.
 - Employment of Children Act.
 - Any other act or legislation as may be in-force from time to time.
13. Any liability arising on OMFED shall be deducted from the bills of the contractor and if the full amount is not recovered then the same shall be recovered from the Performance Security of the contractor. There would be no liabilities towards the workers of the contractor by OMFED.
14. **Cooperative, Govt. body, NSIC, & MSME registered firms are to deposit the Tender Cost along with EMD Cost.**
15. In case of items/fixtures stolen/broken due to any fault of the housekeeping personnel, either the penalties to recover the cost shall be imposed or the contractor shall have a choice to replace these fixtures of the same quality & as per approval from Plant Manager.
16. No accommodation will be provided in the campus for the House-keeping personnel/supervisor and the agency has to make such arrangements for its personnel.
17. The contractor shall supply all necessary tools required by his personnel for carrying out work regarding opening of choked drain inside the factory premises due to improper cleaning of drains or any other choked drains in milk vehicle dispatch bay. Their pairs and maintenance of tools & machinery will be borne by the contractor.
18. If it is observed at any stage that the quality of the work is not satisfactory, the contract/work-order as a whole may be terminated and Performance Security forfeited. The Contractor will have no claims what so ever on OMFED.

Seal and Signature of Bidder

19. The Successful Bidder will have to enter into a detailed contract agreement with OMFED, Bhubaneswar on Non-Judicial stamp paper worth of Rs.100/-.
20. The Contractor and its staff shall contribute towards all statutory obligations towards EPF, ESI etc., which are mandatory as per Government Acts, Rules and Regulations issued from time to time. Separate challan and ECR for personnel deployed to OMFED shall be submitted along with the bills and it should not be combined with other members of the same Service Provider.
21. New Biometric Machines (Face & Thumb Reading) with UPS backup should be installed at OMFED Campus by the House keeping Contractor for all their employees at his own cost and should be connected to Administration Section. However, manual attendance register should also be maintained by the Contractor.
22. The Contractor shall be responsible for engaging adequate manpower as per requirement for providing good housekeeping service in all working days.
23. Separate Male and Female house-keeping staff should be deployed for the cleaning of Gents and Ladies toilets.
24. Manage collection, mechanized screening/ segregation of dry and wet garbage in the earmarked area and efficient transport and disposal of the garbage in the disposal area. The work should be carried out in an eco-friendly manner. The Contractor will arrange for required resources, including manpower. The Contractor will also ensure that the garbage collection/ disposal work does not adversely affect the surrounding so personnel deputed for the work. Protective gear including boots, gloves, masks, etc. shall be provided by the Contractor to the house keeping staff.
25. Proportion of deputed manpower for cleaning & sanitation (Male: Female) should be (60:40) considering cleaning work requirement in OMFED, Arilo Plant.
26. If any cleaning person worked in OMFED or in other organizations having bad track record in the past cannot be taken as a workman by any bidder, neither OMFED will allow them to enter to the premises.
27. The vendor must engage only competent adult personnel in sound health and with good character and antecedent.
28. It covers cleaning and sanitation of entire inside and outside factory premises (up to boundary wall). It includes cleaning surrounding ETP plant as well.
29. Bidder has to organize vehicle for taking injured person in case of any injury happens during cleaning hours. OMFED will not take any responsibility on this matter.
30. The contract is subject to the condition that the bidder shall comply to all statutory obligations and applicable laws of the State Govt.

Seal and Signature of Bidder

31. Any loss caused due to negligence or otherwise on part of bidder and/or their authorized personnel during cleaning/sanitation of the facilities under contract shall be liable to make good by the bidder and decision of the General Manager, OMFED Dairy, Arilo shall be final and binding.
32. Initially, the work contract is awarded for one year but it can be extended on the existing rates and terms and conditions for further periods on the basis of satisfactory performance.
33. The contract is terminable with one-month notice from either side.
34. No cleaning personnel are allowed to stay inside the factory after duty hours without the permission of General Manager, neither they are allowed to enter the factory after duty hours without permission of General Manager.
35. Without signed gate pass from Department Head no cleaning person is allowed to go outside the factory premises.

Seal and Signature of Bidder

SCHEDULE – III

EARNEST MONEY DEPOSIT:

- a) EMD in the form of Demand Draft (DD) drawn on any Nationalized Bank in favour of Managing Director, Odisha State Cooperative Milk Producers' Federation Ltd.' payable at Bhubaneswar should reach physically in the office of OMFED before **Dt.30/05/2023** at 13.00 p.m.
- b) EMD of successful tenderer shall be retained till the completion of the work. No interest will be paid on this deposit for the period during which the deposit is kept with OMFED.
- c) EMD of the bidders whose rates are not accepted will be returned within 30 days from the date of tender opening.

Security Deposit, Disputes, Arbitration & Final Authority.

1. **Security Deposit of Rs.3,00,000/- (Rupees Three Lakhs only) for 05 LLPD Omfed Dairy at Arilo-Govindpur** shall be deposited by the successful bidder in shape of Demand Draft in favour of OMFED drawn on any Nationalized Bank payable at Bhubaneswar. No interest will be paid against the Security Deposit.

At the time of submitting the tender, tenderer shall supply detailed information about their activities in Technical Bid as per Schedule- VI.

2. **Deduction from Bill.**

For any loss of quality of services / damage of furniture or fixtures due to his negligence shall be deducted from monthly bill during the contract period.

3. **Payment:**

The Housekeeping Contractor should make payment of wages to the personnel on or before 7th of every succeeding month through ECS in Bank Account only along with the pay slips to individual employees. No remuneration is payable for leave/absence. The Contractor shall also comply with the Minimum Wages Act for each category of services provided.

4. **Penalty:**

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

Seal and Signature of Bidder

5. Disputes:

- a. The Federation and the bidder shall make every effort or solve 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 is not resolved by mutual negotiation.
- b. Legal dispute if any, concerning to this job shall be subject to the court having jurisdiction at Bhubaneswar only.

Seal and Signature of Bidder

SCHEDULE – IV

Details as regards to the scope of Cleaning and Sanitation work

For the purpose of maintaining the Dairy, Different Offices and their premises clean and tidy always in all respects, OMFED Dairy, Arilo intends to get the related operations carried out on contract basis through an Independent Agency having experienced personnel in this line.

Cleaning and Sanitation of Plant Premises/Building as Scheduled below:

1. Administrative Block
2. Plant and Utilities Section
3. General Store section & surroundings of products store.
4. Rest Rooms (Workers–Both Male &Female, Officers & Vehicle crews) & its surrounding areas
5. Canteen & its surrounding area
6. Security Cabins
7. All Vehicle Shelters& Vehicles Parking areas
8. Corridors linking Production & QC Blocks
9. Waste disposal Yard, ETP office and surrounding areas
10. All Toilets within the campus
11. Campus includes Roads within the campus, pathways, approach roads, hard park area of dispatch/return dock, Tray washer Block and RMRD etc.
12. Cleaning of the glass panel slowers both front & rear side and flied proof net on the front side of the production block.
13. Water Tank cleaning both Over Head& Sump Tank cleaning, Back washing of water filters.
14. Drinking water coolers both inner & outside
15. Outer wall of the plant and building including compound wall.
16. Gutters, waste water trap & Drainage cleaning within the Dairy campus.
17. Cutting, removal & disposal of vegetation growth except garden area.
18. Tanker weigh bridge area & check weighment.
19. Hand & Foot washing points.

Seal and Signature of Bidder

20. The cleaning will comprise of all areas wet mopping using disinfectant, dusting, cleaning as and when required, removal of cobwebs and washing of bath rooms, wash basins, mirrors in all the toilets. This will include regular cleaning of all toilets bowls, pans, urinals & wash basins and any other porcelain components using soap/detergent solution & water.
21. All toilets/urinals floors are to be cleaned using soap/detergent & mopping. The floors are to be wiped dry. All other areas in the toilets & urinals, i.e. walls, roofs, pipes, mirrors, if any are to be cleaned & maintained dust free. The toilets should be maintained clean and dry so that there shall not be any foul smell. Moreover, Odonil, Naphthalene cakes should be used in toilets on daily basis.
22. Cleaning of Floors: -Sweeping & mopping of all common passage within the premises should be wiped & dry. All other structures in the offices, i.e. walls, roofs, doors, windows, etc. are to be kept cleaned & dust free.
23. Sanitation of the entire area: - Sweeping & cleaning of the entire campus of Corporate Office are to be done, as and when required.
24. Daily dusting and cleaning of furniture provided in offices, proper up keep and maintenance of mosaic floor, wall, tiles and exterior wall, etc.
25. **The cleaning agency must have to engage a supervisor to look after the above proposed works.**

A check list for the cleaning activities shall be maintained at the locations as directed by the QC In charge concerned.

Seal and Signature of Bidder

SCHEDULE-V
FINANCIAL BID
(RATES SHOULD BE SUBMITTED)

1. Cleaning and Sanitation at OMFED 05 LLPD Plant.

Sl No	Particulars	Units	No. of Units	Frequency Of cleaning	No of Monthly Units	Rate quoted per unit per cleaning Rs.	Monthly Amount Rs	Break Up of Unit Rate (Quoted)		
								Basic Rate per Unit	Statutory Contribution (32.76%)	Service Charges
1	2		4	5	6	7= 9+10+11	8=6x7	9	10=9*32.76%	11
1	All toilets within the campus.	Nos.	27	Twice Daily	1620					
2	INSIDE BUILDINGS Office cleaning (includes floor, furniture & fixtures, bin racks, dusting of curtain, disposal of paper waste in bin) of all department blocks a) Administrative Block b) Security Cabin c) Plant Officers room d) QC/Poly pack Section e) Boiler/WTP/Engg./ Refrigeration room f) Process/Product Section g) Powder Plant/ UHT h) Process/Product Section i) Water Tank j) All Corridors linking Prod. & QA k) Rest-rooms & Canteen l) Removal of cobwebs from all blocks, Window areas, external area of plant, inside area of plant	Sqm.	12800	Daily	384000					
3	OUTSIDE BUILDINGS Brushing/Sweeping of campus Roads, pathways, approach roads, Brushing & cleaning hard park area of dispatch docks, tray washer blocks, all vehicle shelters, roofs, parking area, tanker unloading bay etc.	Sqm	16519	Daily	495570					
4	Tentative cost of Cleaning & Sanitation raw material (rate quoted) as per Annexure. (page no.15)	Sqm	—	—	3,85,620	—		—	—	—
	Total									

The GST if any will be paid extra.

N.B: -

- (1) **The Bidders shall quote the rate considering the Minimum Wages applicable to an Unskilled worker.**
- (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's shall be released in the said regard.**
- (3) **The contractor may visit premises before quoting rates.**

BREAK UP OF STATUTORY CONTRIBUTIONS:

Sl. No.	Particulars	Other	Percentage
1	P.F. Employer Contribution	-	13.00%
2.	E.S.I. Employer Contribution	-	03.25%
3.	Bonus	-	08.33%
4.	Leave Salary	18days annual	05.66%
5.	N&F Holidays	08days annual	02.52%
	Total		32.76 %

ESCALATION CLAUSE: -

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

- i. If minimum wage increases within the contract period of engagement, the column value at (9) shall be increased accordingly.
- ii. On such increase, Statutory contributions and GST as applicable from time to time, shall stand 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 (11) remain constant during the contract period.

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

Signature of Bidder

Seal& Date

Annexure

TENTATIVE MONTHLY REQUIREMENT OF CLEANING & SANITATION ITEMS AT OMFED DAIRY, ARILO					
Sl. No.	Description of items	HSN/ SAC Code	Unit	Quantity	Approximate Cost per month in Rs.
01	White Phenyl	2907	Litre	120	
02	Nimyle Phenyl	2907	Litre	1	
03	Bleaching Powder	2828	Kg	25	
04	Naphthalene	2904	Pkt	1	
05	Glass Cleaner	3402	Pc	10	
06	Hand Wash	3401	Litre	2	
07	Room Spray	9616	Pc	4	
08	Odonil	9603	Pc	10	
09	Liquid Soap	3402	Litre	30	
10	Harpic Toilet Cleaner	3402	Litre	7	
11	Roots Pachha	3307	Pc	4	
12	Stick Broom	9603	Pc	15	
13	Stand Brush	9603	Pc	2	
14	Hand Brush	9603	Pc	2	
15	Soft Broom	9603	Pc	10	
16	Bucket	3923	Pc	2	
17	Mug	2923	Pc	2	
18	Belcha	8201	Pc	2	
19	Wiper	3303	Pc	2	
20	Pachha Refill	3303	Pc	2	
21	Dust Cloth	6307	Pc	10	
22	Hand Glove	6116	Pc	2	
				TOTAL	

**Signature of Bidder
Seal & Date**

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.

Date:
Place:

Signature of Bidder

Name:

Seal:

SCHEDULE-VI
TECHNICAL BID

APPLICATION FOR CLEANING AND SANITATION AT OMFED, DAIRY ARILO

1. Name of Tendering Contractor : _____
2. Cost of Tender Paper : Rs. _____ (Original DD/Dor M /R is to be enclosed.)
3. Details of Earnest Money Deposit : D.D.No. _____ date _____ of
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 : _____

Liaison

7. Name & telephone no. of Authorized Officer/person for liaising with Unit(s): _____
8. Performance/experience (Minimum 3 Years essential)
Copy of certificate enclosed): _____
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)

Seal and Signature of Bidder

11. GST Registration No. : _____
Attach attested copy)

12. E.P.F Registration No. : _____
(Attach attested copy)

13. E.S.I Registration No. : _____
(Attach attested copy)

14. Financial turnover of the tendering Contractor for the last 3 Financial Years.

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

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

Date:

Place:

Signature of Bidder

Name:

Seal:

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 thereof, include its successors in interest and assigns) of the ONE PART

AND

M/s. _____
_____referredtoasthe

"CONTRACTOR" (which expression shall, unless repugnant to the context or meaning thereof, include their success or in interest and assigns) of the OTHERPART.

A N D

WHEREAS the OMFED has its Plant located at Cuttack Arilo-Govindpur, Cuttack (hereinafter referred to as the5 LLPD) and is engaged in processing, packing and marketing of milk and milk products at the said PLANT.

A N D

WHEREAS

theContractorisinthebusinessofprovidingcleaningandsanitationservicesforcommercialestablishments;

NOW THEREFORE, IT IS HEREBY AGREEDBY ANDBETWEENTHEPARTIESASFOLLOWS:

- 1) The Agreement will be initially valid for a period of (01) ONE years with effect from dated _____ with an option for renewal of the same from time to time as per discretion of OMFED on the same or similar terms and conditions.
- 2) The Contractor shall provide the required manpower with proper proof of identification (duly certified photograph with proof of identity and signature).
- 3) The monthly minimum wages prescribed by the State Govt., PF, ESI, Bonus, Weekly Off, Leave Reserve, National Holidays, Leave Salary, other statutory dues etc. and Contractor's commission, cost of sanitary materials and GST shall be reimbursed periodically to the Contractor by OMFED at rates specified in work order. There will be no extra payment to the Contractor for additional deployment of personnel on National and Festival Holidays,

weekly off & leave reserve since the rates specified above includes pro-rata payments therefor.

- 4) The payment towards cleaning and sanitation charges shall be released by the OMFED every month on submission of bill by the Contractor subject to satisfactory cleaning and sanitation work.
- 5) The Contractor will provide additional personnel as and when required by OMFED in exigency on the same rates, terms& conditions specified in this agreement.
- 6) The Contractor may seek pro-rata revision of rates mentioned herein in the event of revision of minimum wages by the Government of Odisha, Labour Department during agreement period and may claim differential payment therefor on acceptance of the proposal for such revision by OMFED, in terms of escalation clause of commercial bid subject to compliance of direction, if any, to that effect.
- 7) The Contractor shall have to make payment to the personnel engaged by him in the presence of the authorized representative of OMFED by the 7th. day of the successive month as per statutory requirements. The payment to the personnel engaged by the Contractor should not fall short of minimum wages prescribed by the State Govt. and taken in to consideration by OMFED.
- 8) The Contractor has to provide **ESI, EPF, EDLI Group insurance** and other facilities provided under the Contract Labour (Regulation& Abolition) Act1970 to its employees without fail. The Contractor shall be solely responsible for allsuch statutory obligations with respect to the engagement of workers. The deposit challan for having remitted EPF along with Electronic Challan-cum-Return (ECR) of previous month & ESI contributions challan to the contract workers and details showing the basic pay etc., should be furnished to this Federation every preceding month failing which the service charges of the contractor shall not be released.
- 9) The Contractor shall comply with all the statutory requirements under various Acts and Rules as applicable to establishments of OMFED for engagement of the personnel deployed by him. In the event of non-compliance, the statutory requirements like deposit of PF, ESI and GST etc by the Contractor, the payment of service charges etc. shall be held up without any notice till necessary compliance made by the contractor. However, liability of

OMFED, if any, on account of non-compliance of statutory provisions by the contractor, shall be chargeable to headcount of the Contractor and shall be deducted from his pending bills.

- 10) The contractor should ensure that the workers engaged by him do not work for more than he prescribed working hours i.e., eight hours/day or forty-eight hours in a week. If the workers remain on leave, the contractor shall arrange for substitute for the cleaning work.
- 11) The Contractor should deploy personnel, free from any criminal background or any police case and furnish the names and antecedents of the personnel at the time of deployment. All the deployed personnel should be provided with photo identity card and should have P.F.& ESI number, which shall have to be recorded in the wage-sheet.
- 12) The workers provided by the Contractor 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.
- 13) The Agreement is commercial one and does not create any employer-employee relationship between the OMFED and the Contractor. The OMFED shall not be liable for any statutory requirement under different labour legislations, Wage, PF, ESI, & GST etc. as per rule as far as the employee of the Agent are concerned.
- 14) Any damage/pilferage to OMFED's property due to mishandling, carelessness of the contractor or his workmen will be recoverable from the contractor's bill and all materials issued to contractors shall be the sole responsibility of the contractor during the period of the contract.
- 15) The Agreement is terminable with one-month notice in writing or payment of one month charges from either side during the agreement period. The Contractor shall, however, not leave the job either during the agreement period or after the period of agreement till alternate arrangement is made by OMFED. In no case, this period shall exceed three months.

- 16) The contractor shall make a **Security deposit of Rs. 3,00,000/- (Rupees Three Lakhs Only)** by means of Demand Draft in favour of "OMFED Ltd.". The security deposit shall be refunded after successful completion of the contract period. The claim of refund can be raised by the contractor after the contract period, which shall be refunded after 3 (three) months from the end of contract period after necessary adjustment/ recovery of any amount payable by the agency to the Federation and without any interest. 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.
- 17) 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 the decision of M.D., OMFED shall be final.
- 18) All the employees will have to be covered under insurance against any personal accident by the contractor and OMFED Authority will not be liable for payment of any compensation on this account.
- 19) During execution of work the contractor should follow all standard norms safety measures/precautions to avoid accidents/damages to man, machines and buildings, etc. Non-adherence to this clause will attract suitable fines, as decided by the OMFED Management, will be imposed.
- 20) The cleaning will comprise of all areas wet mopping using disinfectant, dusting, cleaning as and when required, removal of cobwebs and washing of bath rooms, wash basins, mirrors in all the toilets. This will include regular cleaning of all toilets bowls, pans, urinals & wash basins and any other porcelain components using soap/detergent solution & water.

- 21) All toilets/urinals floors are to be cleaned using soap/detergent & mopping. The floors are to be wiped dry. All other areas in the toilets & urinals, i.e. walls, roofs, pipes, mirrors, if any are to be cleaned & maintained dust free. The toilers should be maintained clean and dry so that there shall not be any foul smell. Moreover, Odonil, Naphthalene cakes should be used in toilets on daily basis.
- 22) Cleaning of Floors: - Sweeping & moping of all common passage within the premises should be wiped & dry. All other structures in the offices, i.e. walls, roofs, doors, windows, etc. are to be kept cleaned & dust free.
- 23) Sanitation of the entire area:-Sweeping & cleaning of the entire campus of Corporate Office are to be done, as and when required.
- 24) Daily dustbin and cleaning of furniture provided in offices, proper up keep and maintenance of mosaic floor, wall, tiles and exterior wall, etc.
- 25) In case of any accident the compensation as levied by the competent authority under Workmen Compensation Act shall have to be paid by the Labour Contractor to the legal heir of the deceases or the person concerned in case of partial or total disablement.
- 26) Suitable space to store the cleaning materials shall be provided byOMFED.Workers have to sign attendance register provided by the contractor which will be kept in the office.
- 27) In case of any dispute pertaining to this agreement, the jurisdiction of Civil Courts at Bhubaneswar will apply.

28) The terms and conditions of the tender document will form part of this agreement.

"The Contractor"

"THE FEDERATION"

Cleaning and Sanitation

**THE ODISHA STATE COOPERATIVE MILK
PRODUCERS' FEDERATION LTD,
D-2, Saheed Nagar, Bhubaneswar-751007**

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO
SET THEIR HAND SON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN:**

For and on behalf of

for and on behalf of

The Contractor.

THE ODISHA STATE COOPERATIVE MILK
PRODUCERS' FEDERATION LTD.

In the presence of:

In the presence of:

1. _____

1. _____

2. _____

2. _____