

THE BALASORE BHADRAK DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD.

At: Kalidaspur, PO: Bhimpura, Dist: Balasore, Odisha-756003

Regd: No: 1-145-04-2008- OMFED

E.mail: omfedbbamul@ Yahoo.com, Visit us at www.bbamul.com

Telephone: 06782-263622

TENDER DOCUMENT

FOR

**ENGAGEMENT OF LABOUR CONTRACTOR FOR WORKS ON MANDAYS BASIS FOR MILK
TRANSPORTATION & MISCELLANEOUS WORKS AT DIFFERENT MILK ROUTES UNDER BBAMUL,
BALASORE.**

Date of Commencement for Sale of Tender Papers	22.02.21(10.00 A.M. to 12.00 P.M.)
Last Date & Time for Sale of Tender Papers	08.03.21(upto 12.00 P.M.)
Last Date & Time for receipt of Tender (Technical Bid and Price bid in separate sealed covers)	08.03.21(Upto 2.00 P.M.)
Date and Time of opening of Tender (Technical Bid)	08.03.21 (At 3.00 P.M.)
Date and Time of opening of Tender (Price Bid)	10.03.21 (At 3.00 P.M.)

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

THE BALASORE BHADRAK DISTRICT CO-OPERATIVE MILK
PRODUCERS' UNION LTD. At: Kalidaspur, Po: Haripur, Dist:
Balasore-756003, Odisha

THE BALASORE BHADRAK DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD. (BBAMUL),
At: Kalidaspur, Po: Bhimpura, Dist: Balasore-756003, Telephone No: 06782-263622

TENDER NOTICE FOR ENGAGEMENT OF LABOUR CONTRACTOR

Sealed tenders are invited from registered and experienced Labour Contractors of Odisha having valid license for deployment of labour (Driver, Helper and field worker) at BBAMUL office for a period of one year initially may be renewed after successful completion of one year if required. The tender document will be available at BBAMUL Office, At: Kalidaspur, Po: Bhimpura, Dist: Balasore on payment of Rs.1120/- including 12% GST in demand draft on working days up to 12 noon of 08.03.21. This can also be downloaded from website www.bbamul.com. In such case, the tender cost must be deposited in shape of Demand Draft along with sealed tender. Filled in tenders shall be accepted from 22.02.2021 (10 AM to 4.00 PM) on working days, up to 1400 Hours dtd. 08.03.21. For details, please visit our website www.bbamul.com. Interested bidders may visit our website for further addendum, corrigendum etc. BBAMUL reserves the right to accept or reject any or all the offers at any stage without assigning any reason thereof.

For details please visit our website www.bbamul.com

Sd/-

General Manager,
BBAMUL, Balasore

THE BALASORE BHADRAK DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD., At:
Kalidaspur, Po: Bhimpura, Dist: Balasore-756003

TENDER DOCUMENT Engagement of Labour Contractor for performing works at BBAMUL, Balasore

- A. Availability of Tender Document - The tender document will be available at BBAMUL Office, At: kalidaspur, Po: Bhimpura, Dist: Balasore on payment of Rs.1120/- including 12% GST in demand draft on working days up to 12 noon of 08.03.21 and shall be accepted up to 1400 hrs of 08.03.21. This can also be downloaded from website "www.bbamul.com". A separate Demand Draft of Rs.1120/- (in favour of the Balasore Bhadrak District Co-operative Milk Producers' Union Ltd., Payable at Balasore) should be submitted by the Tenderer in case of downloaded tender documents.
- B. Date and time of submission of form - From. 22.02.2021 10 AM to 4.00 P.M on working days up to 08.03.21, 02:00 PM
- C. Date and time for opening of Tender: (i) Technical Bids – 08.03.21 03:00 PM (ii) Financial Bids of eligible Bidders – 10.03.2021 03:00 PM .
- D. Contract period - Initially for one year and (The contract may be renewed after Successful completion of one year, if required.)
- E. Likely date / month of Commencement of Contract -1.04.2021
- F. If any of the above scheduled date is declared as holiday for office, the said programme will be held on next working day at same time & venue. BBAMUL reserves the right to accept or reject any or all the tenders at any stage without assigning any reason thereof

ELIGIBILITY CRITERIA OF BIDDER

- 1) The Company /Firm/Agency should be registered with the appropriate Registration Authority.
- 2) The Firm / Agency should be registered under the following appropriate authority.
 - a) Labour license from Labour Officer under Labour Act.
 - b) Employees Provident Fund Organization.
 - c) Employees State Insurance Corporation.
 - d) Income Tax
 - e) Goods & Services Tax
- 3) They should have their own Bank Account. (In the name of the Firm / Agency)
- 4) The Firm / Agency must be financially sound. The minimum turnover of Rs. 50, 00,000/- (Rupees Fifty Lakhs only) per annum for the last three years as per Audited Statement of Accounts.
- 5) The bidder should submit audited financial statement of his firm for consecutive 3 years i.e. for the year, 2017-18, 2018-19 and 2019-20.
- 6) The Firm / Agency must have at least 3 years of experience for engagement of workers in reputed organization of Odisha /other State.
- 7) The bidder should not be blacklisted at any time by any Organization. An undertaking to this effect should be provided.
- 8) The contractor has to provide Supervisor in each day for proper functioning of work at BBAMUL.
- 9) The bidder should not have unsatisfactory performance track record in Omfed/BBAMUL.

SCOPE OF WORK AND GENERAL TERMS & CONDITIONS:

BBAMUL, Balasore requires the services of reputed, well established and financially sound Labour Contractor to provide labour and perform works on man days basis at different Milk routes, Balasore and Bhadrak District. The rates quoted should be inclusive of all statutory requirements like PF, ESI, Bonus, Holiday wage, Annual Leave with wages, GST & commission (service charges) to the contractor etc. The Contractor will be liable to comply with all the statutory requirements under various Acts & Rules framed there under. The tender document should be signed by the authorized signatory with name & seal of the firm at the bottom of all pages. Jobs have to be carried out strictly as per instruction of Route supervisor/his representative. Jobs have to be completed within the schedule time. Payment to the Contractor shall be made once in a month on submission of bill in triplicate. No payment shall be released if work performance is unsatisfactory. Labourers deployed should maintain strict discipline as per rules in the duty site. The Labourers so engaged should not have any criminal background or having any police case against him if detected after words the Contractor have to withdraw the Labourer immediately. Successful bidder will be communicated to deposit interest free Security Deposit of Rs.50,000/- (Rupees Fifty thousand only) only within seven working days of such communication. If the bidder fails to deposit the Security Deposit within 7 working days, BBAMUL reserves the right to reject his bid unless the date line for deposition of Security Deposit is extended by BBAMUL for any valid reason. The Security Deposit will be retained for the period of the Contract and is refundable without any interest on completion of the period of contract if not 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 BBAMUL to undertake this work. No payment can be released to the bidder unless this agreement is signed. 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. The wage card of all workers should be submitted by the Contractor along with Monthly Bill. All Payment to workers shall be made through Bank only. All statutory dues including P.F, ESI, Leave Salary, Holiday Wages and Bonus of workers should be compiled on monthly basis and respective evidence to be furnished with the Plant Authority for record. The contractor shall display the list of workers with wage payment details every month for information of all concerned. Credential/Certificates in support of experience to be furnished with the offer. Agency /Contractor engaged for providing required service and black listed by BBAMUL/Omfed or any other Organisation due to reasons whatever shall not be eligible to participate in the Tender. If a firm quotes "NIL" charges/consideration, the bid shall be treated as unresponsive and will not be considered. Offer without EMD of Rs. 50,000/- in shape of Demand Draft in favour of the Balasore Bhadrak District Co-operative District Co-operative Milk Producers Union Ltd., Payable at Balasore will not be taken into consideration. The Technical Bid and Financial Bid shall be submitted in two separate sealed cover super scribing 'Technical' & "Financial" respectively. The above two sealed Bids should be submitted in a sealed cover superscribing "TENDER FOR ENGAGEMENT OF LABOUR CONTRACTOR AT BBAMUL" due on 08.03.21. Tenders filled in all respect must be sent by Regd. Post/Courier/Person to reach BBAMUL, At:Kalidaspur, Po: Bhipura, Dist: Balasore-756003 on or before 02:00 PM dtd. 08.03.21. Incomplete tenders and tender received after specified time shall not be accepted. BBAMUL shall not be responsible for any type of delay in arrival of tender. Once tender is accepted cannot be allowed for withdrawal. The tenders will be opened by a

Committee at 03:00 PM dtd. 08.03.21. at BBAMUL H.O., Balasore-756003 in presence of interested tenderers/their authorized representatives. The Financial Bid of only those tenderers will be opened, whose Technical Bids are found in order. The Financial bids shall be opened at 04:00 PM dtd. 10.03.21 in the GM chamber of BBAMUL, Balasore-756003, in the presence of the tenderers/ their authorized representatives, if any, who wish to be present on the spot at that time. 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. If any Bidder is awarded with the work, but does not carry out the work, his Security Deposit/EMD shall be forfeited. If the tenderer does not submit statutory documents to the satisfaction of the management as stipulated above, Competent Authority shall reserves the right to reject the tender out rightly at the time of opening of tender. An Agreement shall be signed with the successful bidder as per specimen enclosed.

TECHNICAL BID REQUIREMENTS FOR THE TENDERING LABOUR CONTRACTOR TOWARDS LABOUR CONTRACT.

Documents required:

- i) Filled in tender application.
- ii) Original Money Receipt or Demand Draft of Rs.1120/- towards the cost of Tender Form.
- iii) EMD of Rs. 50,000/- in shape of Demand Draft in favour of the Balasore Bhadrak District Co-operative Milk Producers Union Ltd., Balasore.
- iv) Photocopy of valid Labour License obtained from Labour Officer under Contract Labour (Regulation & Abolition) Act, 1970.
- v) a). Photo copy of Valid EPF Code No. & ESI Code No.(wherever applicable) if the said area comes under Notified Area. b) GST No. c) Income Tax Pan No. & latest update IT Return.
- vi) Experience certificates, if any, for engagement of workers in reputed organizations in Odisha.
- vii) Other statutory requirement as per prevailing law.
- viii) Proof of Audited Balance Sheet/TDS Certificate for last three consecutive years.

**APPLICATION – TECHNICAL BID
FOR ENGAGEMENT OF LABOUR CONTRACTOR TOWARDS WORKS ON MAN DAYS BASIS
AT BBAMUL, BALASORE**

1. Name of tendering contractor :
2. Cost of Tender paper :
3. Details of Earnest money Deposit : DD No.-----Date----- of
Rs: ----- drawn on Bank
4. Name of Proprietor/ Partner/Director :-----
Along with proof as authorized person to
Sign the document and deed etc.
5. Full address of operating / Branch office :-----
Telephone No. :-----
E-mail address :-----
6. Banker of the contractor :-----
(attach certified copy of of statement
Of A/c for the last three years)
7. Details of the License. :
(Valid labour contractor license obtained from
Competent authority self attested Xerox copy
to be enclosed)
8. PAN NO :
9. GST NO: :
10. EPF NO: :
11. ESI NO. :
12. Financial turnover of the tendering contractor for the last 3 financial years.

Financial year	Amount Rs.	Remarks any
2017-18		
2018-19		
2019-20		

Date:

Place:

Signature of the Bidder
Name:

DECLARATION

1. I, Sri/Smt. _____ Son / Daughter/Wife of Sri/Smt. _____ Proprietor/Director/authorized signatory of M/s. _____, mentioned above, am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we am/are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of Bidder

Name:

Seal :

Date: Place:

APPLICATION – FINANCIAL BID

(To be filled up and submitted for works on job contract basis)

Furnish the rate quoted with cost analysis for labour categories as follows:- Sample Costing (Analysis) with statutory etc, for approval only.

WAGE BREAK-UP

Category of labour	Rate of Minimum wages	Employer contribution for EPF	Employer contribution for ESI	Bonus on Basic wages	Leave salary	Off day wages(National holiday and other festivals)	Service Charge	GS T rate	Total rate of wages for one labour
Unskilled									
Skilled									
Semi Skilled									
High Skilled									

N.B: Detail description of works furnished in job schedule.

NB: 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.

Signature of Bidder

Name:

Seal :

Date: Place:

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.

Signature of Bidder

Name:

Seal :

Date: Place:

AGREEMENT

This agreement is made on this day of 31st March Two thousand twenty one.

BETWEEN

THE BALASORE BHADRAK DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD.(BBAMUL), Balasore-756003 a society registered under the co-operative societies Act.1962 (which expression shall unless repugnant to the context or meaning thereof , include its successors) of the one part.

And

-----, herein after referred to as "the Contractor" (which expression shall, unless repugnant to the context or meaning thereof, include their successors in interest and assigns) of the other part.

Whereas BBAMUL, engaged in the business of Milk Procurement from various Bulk Milk Cooler by Milk Tankers has decided to engage Driver, helper and other labour on man-days basis through experienced contractors, having valid labour license, for carrying out its business at different places.

And whereas the contractor, who is in the business of supplying labour for various jobs and having valid license for such purpose , has submitted his offer rates to look after Driver, Helper and other Labour arrangement on man days basis as applicable at Balasore Bhadrak Dist. Co-op Milk producer's Union Ltd. Office.

Whereas, in consideration of the offer of the contractor, BBAMUL has decided to entrust the labour engagement on man days basis on the terms & conditions herein after contained.

1. The agreement is made for a period of one year with effect from **01.04.2021 to 31.03.22** with an option for further renewal of the same from time to time as per discretion of BBAMUL on the same or similar terms and conditions or modified terms and conditions as may be stipulated.
2. The contractor will supply all labour viz: Driver, Helper and other necessary workers required for office work to the authority of BBAMUL provided that the requisition thereof is made 7 days in advance.
3. The contractor will collect the Bio-data along with testimonials from labourer. Valid Driving license from any RTO of Govt. of Odisha is mandatory for all Drivers. The contractor will be liable in any legal matter of labourer.
4. The Labour contractor shall have to furnish the list of labourers along with the detail address & Contact No.
5. The charges as indicated in the schedule include minimum wages prescribed by the State Govt. The calculation statement of wages is given below.

Category of labour	Rate of minimum wages	Employer contribution for EPF (13.15%)	Employer Contribution for ESI=4.75%	Leave salary=5.66 %	Off day wages(National Holiday/other festival)=2.52%	Service charges =%	GST =18%	Total rate of wages for one labour
Unskilled								
Semiskilled								
Skilled								
High skilled								

P.F., ESI, Off day salary, Service charge and GST will be released on monthly Basis but Bonus & Leave salary, will be released at the end of the year after getting the receipt statement of labourer on Basic Wages or as applicable at that time.

6. Rate of wages and other statutory dues shall be changed time to time as per the revision of minimum wages by Govt. of Odisha.
7. The contractor shall have to make payment to the Bank account of labour engaged by 7th day of every successive month as per statutory requirements. The payment to the labourer engaged by the contractor should not fall short of minimum wages prescribed by the state Govt. It will not be taken into consideration by BBAMUL.
8. The Contractors shall have to produce all the supporting payment documents and photo copies of all challans in respect of deposit towards PF, ESI, GST and other statutory dues of previous month of billing period for realisation of service charges in time as per the agreement.
9. The work assigned to contract labour 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 and engagement of other arrangements, if any, shall be recovered from the contractor under this contract as a debt payable by the contractor. If contractor fails to report for work for supply of the labour as per the work order. BBAMUL will deduct the sum as determined by General Manager as penalty from contractor's bill / security deposit and shall terminate the contract with the contractor on any such further repetition of default.
10. The Contractor shall comply with all the statutory requirements under various acts and rules as applicable to the establishment of BBAMUL, where the labour engagement entrusted to the contractor. In the event of non-compliance the statutory requirements like deposit of PF, ESI and GST, the payment of service charges shall be held up without any notice till necessary compliance made by the contractor however liability of BBAMUL, if any on account of such non-compliance of the statutory provisions, shall be chargeable to the account of the contractor and shall be deducted from the pending bills.
11. The Contractor shall not be allowed to engage labour to work more than the prescribed working hours, eight hours/day and 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 BBAMUL or on its behalf by the unit head or authorized officer. If the driver is engaged in a job more than 8

hours, the extra wages will be entertained as per the certification of concerned route i/c in Wages card.

12. in case of any accident the compensation as levied upon by the competent authority under workmen 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.
13. The contractor is required to provide welfare & health facilities to the Contract labour through ESI Dept. . All the statutory obligations as per C.L. (R&A) Act. 1970 and its Odisha rules 1975 and other labour acts and rules applicable to the contractor labourers are observed rigidly. For any irregularity in compliance of legal provision, he will be held solely responsible.
14. The contractor will also ensure that labour remain detached from the influence of local antisocial elements and do not indulge in any political or union activities.
15. The contractor shall finalize the actual deployment of labour in different period on the basis of availability of jobs in consultation with the concerned unit heads of BBAMUL or his authorized representative or such other authorized officer. The BBAMUL shall not responsible to provide any work to the labourers if the unit remains closed due to the reason beyond control or labourer not required due to less procurement of Milk or any change of Tanker Movement at particular unit.
16. The contractor should deploy personnel free from any police case and furnish the names and antecedents of labourers at the time of deployment. All the deployed labourers should provided with photo identity card and should have PF and ESI number.
17. General Manager shall have the right to engage any labour for a particular job arising out of necessity which could not be supplied by the contractor. In that case the contractor shall ensure that the labour is included in its list & shall be deemed to have been arranged by the contractor.
18. The labour contractor shall make good losses sustained by BBAMUL attributable to the negligence or as result of theft/pilferage committed by the labour engaged by him. In event of theft or pilferage or untoward incident, the matter shall be reported to the police immediately. The Contractor regularly pursue the matter with police authority in event of an complaint FIR lodged with the police authority and report the status of the case to BBAMUL from time to time.
19. The contractor shall obey in rules regulation framed & office order issued from time to time by either BBAMUL or representative unit heads from time to time & maintain strict discipline inside the plant premises.
20. The labour provided by the contractor shall remain discipline inside, the campus and shall not work under influence of alcohol or prohibited drugs and shall behave in a decent manner to BBAMUL staffs, officers and visitors as well.

21. The agreement can be terminated by the first party during the agreement period without notice, if the performance of the contractor shall however, not leave the labour arrangement s/ deployment either during the agreement period or after the period of agreement till alternate agreement is made by BBAMUL, In no case, this period shall exceed three months.
22. The contractor shall at his own expenses return/handover the possession of materials at thereof materials at their disposal to the concerned unit head of BBAMUL or auzhorised representative in a peaceful manner after termination of agreement.
23. The contractor shall deposit Rs. 50000/ with BBAMUL as security deposit. If any loss arises due to negligence of contractor, BBAMUL shall deduct such amount from the security deposit of contractor.
24. in the event of either party failing to act in accordance with the provision 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 management, BBAMUL by either party or decision of Management, BBAMUL shall be final.
25. In case of dispute pertaining to this agreement the jurisdiction of civil court at Balasore will apply.

In witness wherein the parties have executed those present on the day month and year first above written.

For and on behalf of the contractor

For and on behalf of BBAMUL

Witness

Witness

- 1.
- 2.

- 1.
- 2.

