Malabar Regional Co-operative Milk Producers' Union Ltd.
Wayanad Dairy, Chuzhali, Kalpetta PO, Wayanad District, Kerala-673121
Website: www.malabarmilma.com • E-mail: wyddairy@malabarmilma.coop • Phone 04936-207245/398

RE e-TENDER REF.No.WYD/M/NADAPURAM DEPOT/2026-27 dtd 10.11.2026

RE e -TENDER DOCUMENT FOR THE PIECE RATE PRINCIPAL TO PRINCIPAL INDEPENDENT LABOUR CONTRACT FOR DEPOT MANAGEMENT AT MILMA MARKETING DEPOT, NADAPURAM FOR THE PERIOD FROM 01.01.2027 TO 31.12.2028

BID FORM

1	Registered Name of Bidder	
2	Address	Office Address:
3	Telephone	Land Phone: Mobile: Fax: E mail:

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INVITATION TO BID- E-TENDER

1. The Malabar Regional Co-operative Milk Producers' Union Ltd, Wayanad Dairy invite competitive offers from experienced contractors for undertaking the ***Depot Management at Milma Marketing Depot, Nadapuram under*** **Wayanad Dairy under the "Principal to Principal Piece-rate Independent Labour Contract" basis. The contract will be for a period of 2 years from 01.01.2027 to 31.12.2028** as per the terms and conditions attached with this notification. Interested eligible Bidders may obtain further information from the office of the Malabar Regional Co-operative Milk Producers' Union Limited, Wayanad Dairy.

2. The bid shall be submitted in two cover system consisting of technical bid and price bid. The price bid of those who qualify in the technical bid only will be opened.

3. Detailed terms and conditions are contained in the bidding document of the above work which is uploaded in the Kerala Government e-portal www.etenders.kerala.gov.in

Tender Reference No	WYD/M/NADAPURAMDEPOT/2026-27
Estimated Cost (per year)	40.41 lakhs (excluding GST)
Tender download website	www.etenders.kerala.gov.in
Tender id	2026_KCMMF_879443_2
EMD	Rs.50000/- as NEFT transaction
Cost of tender form	Rs.2500/- as NEFT transaction
Bid publish date	11.11.2026
Document download start date	11.11.2026
Bid submission start date	11.11.2026
Bid submission closing date and time	24.11.2026 , 2 PM
Date and time of bid opening	25.11.2026 , 2:30 PM
Address for communication and place of bid opening	Office of the Dairy Manager, M.R.C.M.P.U. Ltd, Wayanad Dairy Chuzhali, Kalpetta. P.O, Wayanad-673121 Ph:04936 207245 , 207398
Bid validity	90 days from the date of opening

Kalpetta
10.11.2026

Sd/-
DAIRY MANAGER

TERMS AND CONDITIONS FOR E-TENDER

This tender is an e-tender and is being published online for undertaking the ***Depot Management at Milma Marketing Depot, Nadapuram under*** **Wayanad Dairy under the "Principal to Principal Piece-rate Independent Labour Contract" basis**. The tender is invited in two-cover system from the registered and eligible firms/individuals through e-procurement portal of Government of Kerala (https://www.etenders.kerala.gov.in). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal. The tender time line is available in the critical date section of this tender published in www.etenders.kerala.gov.in.

A. Online Bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost. Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471- 2577088, 2577188, 2577388 or 0484 – 2336006, 2332262 - through email: etendershelp@kerala.gov.in for assistance in this regard.

B. Online Tender Process: The tender process shall consist of the following stages:

i. **Downloading of tender document**: Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.

ii. **Pre-bid meeting**: No Pre Bid Meeting is scheduled for this re tender
iii. **Publishing of Corrigendum**: All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.

iv. **Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.

v. **Opening of Technical Bid and Bidder short-listing**: The technical bids will be opened, evaluated and short listed as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids short listed by this process will be taken up for opening the financial bid.

vi. **Opening of Financial Bids:** Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

C. Documents Comprising Bid:

i. The First Stage (Pre-Qualification or Technical Cover based on 1cover or 2 cover tender system): Pre-Qualification or technical proposal shall contain the scanned copies of the following documents, which every bidder has to upload:

a) Copy of PAN card of the bidder.
b) Copies of documents to prove minimum one-year experience in carrying out similar labour contract works.
c) Copy of the GST registration certificate if available

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

ii. The Second Stage (Financial Cover or as per tender cover system**):** The Bidder shall complete the Price bid as per format given for download along with this tender.
Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and rejected.

D. Tender Document Fees and Earnest Money Deposit (EMD)

The Bidder shall pay, a tender document fee and Earnest Money Deposit or Bid Security. The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

Online Payment modes: The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system:

1. **State Bank of India (SBI) Internet Banking**: If a bidder has a SBI internet banking account, then, during the online bid submission process, bidder shall select SBI option and then select Internet banking option. The e-Procurement system will re-direct the bidder to SBI's internet banking page where he can enter his internet banking credentials and transfer the tender document and EMD amount.

2. **National Electronic Fund Transfer (NEFT**): If a bidder holds bank account in a different bank, then, during the online bid submission process, bidder shall select NEFT option. An online remittance form would be generated, which the bidder can use for transferring amount through NEFT either by using internet banking of his bank or visiting nearest branch of his bank. After obtaining the successful transaction receipt no., the bidder has to update the same in e-Procurement system for completing the process of bid submission. Bidder should only use the details given in the Remittance form for making a NEFT payment otherwise payment would result in failure in e-Procurement system.

3. **RTGS Payment**: Payment through RTGS is made effective through the web portal of etenders.kerala.gov.in. Bidders can opt for payment of EMD and tender fees through RTGS mode also.

As NEFT payment status confirmation is not received by e-Procurement system on a real-time basis, bidders are advised to exercise NEFT mode of payment option at least 48 hours prior to the last date and time of bid submission to avoid any payment issues.

NEFT payment should done according to following guidelines:

i. Single transaction for remitting Tender document fee and EMD: Bidder should ensure that tender document fees and EMD are remitted as one single transaction.

ii. Account number as per Remittance Form only: Account no. entered during NEFT/RTGS remittance at any bank counter or during adding beneficiary account in Internet banking site should be the same as it appears in the remittance form generated for that particular bid by the e-Procurement system. Bidder should ensure that tender document fees and EMD are remitted only to the account number given in the Remittance form provided by e-Procurement system for that particular tender. Bidders must ensure that the banker inputs the Account Number (which is case sensitive) as displayed in the Remittance form. No additional information like bidder name, company name, etc. should be entered in the account no. column along with account no. for NEFT remittance.

iii. Remittance Not Allowed: Account to Account transfers, State Bank Group Transfers (GRPT) or Cash payments are not allowed and are treated as invalid mode of payments. Bidder must ensure that the banker does NEFT/RTGS transaction only irrespective of the amount.

iv. Amount as per Remittance form: Bidder should ensure that the amount being remitted is neither less nor higher than the amount shown in remittance form.

v. UTR Number: Bidders should ensure that the remittance confirmation (UTR number) received after NEFT transfer should be updated as it is, in the e-Procurement system for tracking the payment.

vi. One Remittance Form per Bidder and per Bid: The remittance form provided by e-Procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder. Any transaction charges levied while using any of the above modes of online payment has be borne by the
bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

E. SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD. For page by page instructions on bid submission process, please visit www.etenders.kerala.gov.in and click "Bidders Manual Kit" link on the home page. It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

DEPOT – A BRIEF NOTE

MILMA, Wayanad Dairy has already established a *Cold Store-Cum-Redistribution Depot* for its milk and milk products at Avolam nearly 2 kms from Nadapuram town in rented premises. The Depot will receive milk as well as milk products like curd, sambharam, peda, ice cream, ghee etc from Wayanad Dairy and redistribute the same to the wholesalers and retailers in and around the Depot through the various transport vehicles arranged by MILMA under separate contract. The Depot covers roughly Peringathur, Panoor, Kuthuparamba, Orkkattery, Ayanchery, Azhiyur, Villyappalli, Nadapuram, Paraakatavu, Kakkattil areas and the surrounding locations. This may expand to new areas in future. The Depot currently handles about 54000 liters/Kg per day (48,000 liters of milk and 6000 Kg of Curd per day), which is expected to expand to about 58,000 liters/Kg per day by the end of the contract period.

DETAILS OF TRANSACTION

Present number of Dealers: 435 (Likely to increase); Number of Markets: 21 Nos; Area of Operation: Nadapuram, Peringathur, Panoor, Kuthuparamba, Parakkatavu, Kakkattil, Villyappalli, Ayanchery, Orakkattery, Azhiyur, Mahe and nearby areas.

PERIOD OF CONTRACT

Period of contract will be for two years from the date of starting of the contract. The date will be w.e.f 01.01.2027 to 31.12.2028.

CARRYING OUT BELOW DETAILED WORKS EMPLOYING SUITABLE AND COMPETENT MAN POWER WILL BE UNDER THE SCOPE OF THIS CONTRACT

1. RECEIPT OF MILK & MILK PRODUCTS FROM THE SUPPLYING DAIRIES

1.1. The Independent Labour Contractor has to place indent for milk and milk products to various supplying Dairies by taking permission from the DEPOT IN CHARGE.

1.2. The Independent Labour Contractor has to get guidance from the DEPOT IN CHARGE and coordinate with the dairies from where milk and milk products are received.

1.3. The Independent Labour Contractor with his / her crew will operate from the Marketing Depot, and will be required to carry out unloading of Milk and Milk products from WAYANAD Dairy / other Units, arriving through the contracted Trucks arranged by MILMA.

1.4. The Independent Labour Contractor has to unload the items from the supply vehicles using his / her own crew.

1.5. Items not sent to the market immediately will be kept in safe custody of the Independent Labour Contractor under proper storage.

1.6. He has to keep the accounts of container transactions with the supply dairies / routes. Any loss of short return of containers will be booked on the Independent Labour Contractor.

2. PREPARATION OF DISPATCH DOCUMENTS

2.1 The dispatch documents include dispatch sheets, invoices, loading sheet, gate pass etc.

2.2 Documents of routes are to be prepared as per time-schedule given by MILMA.

2.3 The Independent Labour Contractor shall prepare the dispatch documents for supply of milk and products, based on orders received and cash remitted.

2.4 These documents shall be prepared after finalization of order data received for each route and after incorporating the modifications of data as per the telephonic requests from the dealers.

2.5 The dispatch documents shall be prepared as per credit control directives issued by the Depot-In-Charge. Print outs shall be taken and got authenticated by the Depot-In-Charge as a mark of finalization.

2.6 After finalization of dispatch documents, the Independent Labour Contractor shall also upload the data in the Portable Computer Terminals provided by MILMA in all supply route vehicles.

3. DISPATCH OF MILK & MILK PRODUCTS TO THE MARKET & TAKING RETURNS

3.1. The Independent Labour Contractor shall dispatch items to the markets based on dispatch documents approved by the Depot-in-Charge.

3.2. He has to take back the empty trays and leak or good packets of milk or other products from the distribution routes and keep an account of the details in a register and enter the details in the dispatch sheet of the concerned route.

3.3. In case of milk, Independent Labour Contractor has to ensure leak / damage free sachets / products at the time of unloading and stocking. A maximum of 0.1 % will be allowed in case of transit leak and the leak returned from the distribution routes i.e., Market return should not be more than 0.10 % of the total dispatch quantity already given. In case of any other products there should not be any leak. Leaks in total (Transit + Market) above 0.2 % shall not be allowed and in special cases, where there occurs abnormal leak; it will be considered only with the written endorsement of the Depot-in-Charge with subsequent recommendation from the Maintenance & Production Head of supplying Dairy and final acceptance approval by the Unit Head.

3.4. He will be also responsible for keeping accounts of the milk / milk products and trays received from supply dairy and the milk / products and Trays dispatched in routes and the quantity of milk / milk products and Trays returned from the routes and the quantity of milk / milk products and Trays returned to supply Dairy. Initially he will be allowed a lump sum buffer stock of required trays for the purpose of management of trays on daily basis and using these trays he has to return equal number of trays received from supplying Dairy in each Truck trip.

3.5. The cost of trays found short in the contactor's account at the end of each fortnight shall be recovered from the Independent Labour Contractor.

3.6. The Independent Labour Contractor has to ensure that all the milk distribution vehicles are dispatched as per the time schedule given by MILMA.

3.7. He has to keep the balance milk and milk products available after despatch under chilled condition in Refrigerated Container / Cold Store / Deep Freezers provided by MILMA for the purpose and use the same for subsequent dispatches as directed by the Depot-In-Charge. For this purpose, he need to

operate the refrigeration Unit with the main line or in case of electricity failure, with the help of generator provided by the Union.

3.8. He has to reconcile the quantity of milk / products and containers received from the issuing dairies with the quantity issued to the distribution vehicles and balance available with the Depot or returned to the issuing Dairy. The Depot-In-Charge shall be authenticated for the daily stock statement of the milk and milk products and containers at the Depot.

3.9. He shall be responsible for the maintenance of the proper storage of the retained stock of milk and Milk products available with the Depot and prepare a statement to this effect and get authenticated by the Depot-In-Charge on daily basis.

3.10. He shall sell products first in first out method and products with expired date or damaged will not be taken back. He shall check the condition of frost in freezers in which the products are kept (Every day Morning and evening) and shall inform the concerned if any problem occurs.

3.11. He shall also maintain a daily stock of other consumables like Computer paper, books and registers and get authenticated by the Depot In-charge on weekly basis.

3.12. Stocking of the milk products and related consumables and making daily stock statements.

3.13. Other activities like operating the cooling unit (installed at the Depot by MILMA) as and when required, hygienic upkeep of the premises, operating the generator, maintaining of log books etc. are the responsibility of the independent Labour contractor.

3.14. The Independent Labour Contractor has to arrange for cleaning the depot and its premises daily. Any lapses found in maintaining depot and surroundings neatly will not be taken for granted.

3.15. The Independent Labour Contractor has to ensure the service as per the time schedule given by MILMA. The depot timings will subject to change based on the sales fluctuations. In such cases you will be liable to follow the instructions of the Depot In Charge with respect to work timing.

4. CASH HANDLING

4.1 The Independent Labour Contractor will position at the Marketing Depot situated at Nadapuram, and will be required to carry out the acceptance of cash received either through the milk distribution vehicle or as direct remittance by parties, and account the receipt particulars, in hard and/or soft form. Fake and unacceptable currencies, if accepted, will be the liability of the Independent Labour Contractor.

4.2 Telephonic orders / order modifications will also be received at the Depot. The Independent Labour Contractor has to attend such telephone calls and accept telephonic modifications of indents and record the same in a register provided by MILMA. A land / mobile phone will be provided to the Independent Labour Contractor for the purpose.

4.3 The Independent Labour Contractor has to enter / feed such order in the computer provided by MILMA the orders received either in hard or soft form or through telephone calls from the MILMA dealers. Soft data will be available through the *Portable Computer Terminals* ("Hand-held Billing Instrument"- similar to the ticketing equipment of the bus conductors.) that are returned from the

milk distribution routes after every day's trip. Accepting orders from the dealers of MILMA and preparing dispatch documents.

4.4 The Independent Labour Contractor has to remit the amount received as above to the account of MILMA MRCMPU Ltd, Wayanad Dairy of the State Bank of India, through the said Bank branch situated at Nadapuram about 1.5 kilometers away from the Marketing Depot. The Independent Labour Contractor has to produce the proof of such remittance to the MILMA authorities, promptly and immediately after the remittance of money.

4.5 The Independent Labour Contractor shall also account cash remitted to the Bank directly by the vehicle Independent Labour Contractors / dealers / other customers as per confirmation from the Bank.

4.6 At the end of each day, immediately after the cash and order collection process, the Independent Labour Contractor has to tally the cash received and remitted in the bank, and provide the related soft data and concerned supportive documents to the Depot-In-Charge for onward transmission to the WAYANAD Dairy for the financial accounting.

4.7 If any money happens to be retained with the Independent Labour Contractor (such as late remittance by the dealers, delayed closing of cash on account of extra orders, inability to remit at the bank on account of bank holidays, hartals etc.), the Independent Labour Contractor has to keep the cash under his safe custody at the Independent Labour Contractor's risk, till remittance on the next immediate working day at the bank. Under no circumstances, the Independent Labour Contractor shall be permitted to take out the cash from the office premises except for remittance to the bank account of MILMA.

4.8 If the Independent Labour Contractor fails to do so, interest @ 24% shall be charged from the date of receipt of cash by the Independent Labour Contractor till the date of remittance of the cash in MILMA's account with the bank.

4.9 Moreover, if it is found that the retention of MILMA's money with the Independent Labour Contractor is deliberate, the continuation of the contract will be reviewed and suitable actions shall be initiated.

5. INPUT FROM THE INDEPENDENT LABOUR CONTRACTOR'S SIDE FOR THE ABOVE JOB

5.1. Necessary Manpower (a minimum of 11 persons) to be provided for office related works, unloading, loading works, operation of cold store & DG Set, supervision of working of deep freezers provided for frozen products storage, cleaning activities of depot as well as storage infrastructures and the minimum requirement of manpower will be 11 numbers (4 for Office, 6 for Milk & Products loading & unloading and 1 for cleaning jobs).

5.2. The working time of the depot shall be 4 AM to 8 PM of every day in the contract period. The Depot contractor shall perform the works assigned to him during the working hours as stated above. The entire cleaning activities of Depot and its premises shall be the sole responsibility of the contractor.

5.3. The Independent Labour Contractor has to carry out the above assignments using his/her own crews.

5.4. The pay and allowances and the related statutory payments of the staffs employed by the Independent Labour Contractor will be in the account of the Independent Labour Contractor.

5.5. If any personnel engaged by the Independent Labour Contractor is found misbehaving or in any way conduct himself / herself not suitable to the discipline of the Depot, the Depot-in-Charge

under the concurrence of the Dairy Manager can ask the Independent Labour Contractor to remove such persons from doing duty at the depot premises and the Independent Labour Contractor should do so and make alternate arrangements

5.6. Insurance coverage - Insurance for Rs.45 Lakhs against cash held at the Independent Labour Contractor's custody in the Marketing Depot premises as well as for the transit of equivalent cash to the bank shall be arranged by the Independent Labour Contractor and the copy of the policy to be furnished to the Dairy Manager.

5.7. The necessary premium for this shall be borne by the Independent Labour Contractor.

6. SECURITY DEPOSIT

6.1. Bank guarantee for **Rs 45,00,000/- (Rupees Forty-Five Lakhs only)** has to be provided by the Independent Labour Contractor before start of the contract by remitting to Milma account through online mode.

6.2. This amount is the initial value of deposit. During the tenure of the contract, if MILMA feels that the one-half of the existing cash security is more than the average daily cash transaction by the Independent Labour Contractor, additional security deposit will be required to be produced by the Independent Labour Contractor in multiples of Lakh rupees.

6.3. This deposit will be returned to contractor on satisfactory completion of contract without any interest.

7. STATUTORY LIABILITIES

7.1. The Independent Labour Contractor shall follow the instructions from the Dairy authorities regarding their performance of the crew, hygiene, punctuality, statutory documentation etc., in conformance with the clauses of ISO/HACCP certification.

7.2. The Independent Labour Contractor should have valid PF registration, ESI registration, Professional Tax registration, PAN number of Income Tax Department, independent code number under ESI and EPF Act etc. A copy of these valid registrations shall be submitted to the Dairy prior to start of the contract.

7.3. The employees of the Independent Labour Contractor shall not be considered as the employee of the Dairy under the ESI Act, since it has been so stipulated by the Hon. Supreme Court of India in its judgment dated 26.04.10 I Civil Appeal No. 3816 and 3817 of 2010.

7.4. The Dairy is not responsible for collection and remittance of ESI / EPF contributions from the wages of the Independent Labour Contractor's employees.

7.5. The Independent Labour Contractor shall submit evidence of remittance of ESI and EPF Contributions of his employees if he is eligible for ESI and EPF registration on the basis of the number of employees in his employment.

7.6. The Independent Labour Contractor should have the necessary license from the competent authority (District Labour Officer-Enforcement) under the Contract Labour (Regulation and Abolition) Act 1970 to provide services of workmen for carrying out labour contract on piece rate basis. If he does not have the license he should obtain the same at his own cost prior to start of the contract.

7.7. The payment of wages to the contract employees shall be the responsibility of the Independent Labour Contractor. The wages paid by the Independent Labour contractor to his employees should be in accordance with the Agricultural Operations and Dairy Farming notification made under the

Minimum Wages Act (Notification G.O.(P)No.109/2025/LBR dated 17/12/2025) and each employee should be paid a wage amount for an eight hour duty which should not be less than the amounts shown in the table below: If any employee is engaged for more than 8 hours in a day, over time wages shall be paid to him for the number of hours worked over & above the 8 hrs normal duty as per the Factories Act.

Contract Employee	Monthly (26 days) minimum wage amount for 8 hours'duty	DA for Kozhikode centre (232-165) X 60	Total Wages in Rs	Monthly PF contribution by Contractor @ 12 % of wages subjected to a maximum wage limit of Rs 25000	Monthly ESI contribution @ 3.25% by Contractor subjected to a maximum wage limit of Rs 21000
Workmen	20610	4020	24630	2955.60	682.5
Clerk	20880	4020	24900	2988	682.5
Supervisor	21200	4020	25220	3000	682.5

MRCMPU Ltd shall not be bound to bear any additional expenditure by the contractor on account of wage revision in excess of the declared minimum wages.

7.8. The Contractor shall also remit employer's contributions of EPF and ESI as shown in the above table as per EPF & ESI norms. Those employees who are drawing monthly wages above the ceiling limit as per the ESI rules and are outside the ambit of ESI coverage shall be covered under a WCC policy and also these employees shall be covered under a Mediclaim policy with Accident Insurance coverage in addition to the WCC policy. A copy of the above Policies shall be submitted to the Dairy. If at any time during the contract period, ESI corporation enhances maximum wage limit from Rs. 21,000/-, and thus the employees are coming under the coverage of ESI, the contractor shall remit the ESI contribution of such employees. The Contractor shall make remittance of employees' contribution of EPF and ESI by deducting the same from the employees' wages. The contractor shall submit the photocopy of the wage register & proof of EPF & ESI remittance to the Dairy Manager every month. Nonpayment of- wages, EPF & ESI contributions, Statutory Bonus/ Festival allowance etc. to his employees shall be treated as unsatisfactory performance of the contractor and the contract can be terminated by invoking the provisions contained in Clause No. 5.26 & 5.27 below.

7.9.The Independent Labour Contractor shall pay the Statutory Bonus to their Employees as per the Payment of Bonus Act, 1965 and Amendment Act 2015/ Festival allowance as per the order from appropriate government. Even if the contract term is completed the contractor is liable to pay the bonus/ Festival allowance for the Financial Year in which the employee is engaged during the contract tenure with him. If the contractor fails to pay the statutory Bonus/ Festival allowance, the MRCMPU Ltd make necessary arrangements for payment and shall recover either from the Last Bill

of the contractor or the Security Deposit. The last bill of contractor and the Security deposit shall be released only after proof of payment of Statutory Bonus/ Festival allowance is submitted.

7.10. The Independent Labour Contractor shall submit his bill for a month in the specified form to the Dairy Manager on or before the fifth day of the succeeding month along with copies of wage register

and remittance challans with bank seal to prove remittance of PF and ESI contributions. Payment of eligible amount will be made by the Dairy Manager on or before the tenth day of the succeeding month after deduction of penalties, if any, for unsatisfactory performance. Statutory deductions like Income Tax etc as applicable will be made from the bills as per Government instructions from time-to-time. Permanent Account Number (PAN) from Income Tax in the name of contractor is essential to effect the payment.

7.11. The Independent Labour Contractor's employees shall wear prescribed uniforms within the Depot campus and they shall follow all prescribed hygienic practices in the Depot. The Contractor shall provide his employees two sets of uniforms per year with the prescribed material and design at his own expense. The Independent Labour Contractor at his expense should do daily washing of uniforms and all the above articles.

7.12. The Independent Labour Contractor's employees working in the Depot shall perform their duties in a disciplined manner and should not behave in any manner detrimental to the smooth functioning of the routine Depot operations.

7.13. In case any of the Independent Labour Contractor's employees meet with any accident in the Depot, the Contractor shall be solely liable to provide the employee with necessary treatment and compensation. Wayanad Dairy shall not be liable for any disability claims/compensation due to injury/death on account of such accidents. The Contractor shall obtain necessary insurance coverage to meet such eventualities from a Nationalized Insurance Company at his own expense and a copy of the Policy obtained shall be submitted to the Dairy Manager.

Whenever new employees are engaged by the Contractor such employees shall also be included in the above policy and evidence of inclusion shall be submitted to the Dairy Manager immediately.

7.14. The Independent Labour Contractor shall not be eligible for any payment other than the amount calculated as per the piece rate fixed under the contract, and the Contractor shall meet all his statutory liabilities as well as liabilities of wages from this amount.

7.15. The employees of the Independent Labour Contractor shall have no right for regular employment in MRCMPU Ltd and there shall be no employer-employee relationship been the Union and the Contractor's employees.

7.16. The Independent Labour Contractor shall post a Supervisor in each shift in the Depot to supervise the work carried out by his employees under this contract and the salary of the supervisors shall be borne by the Contractor. If the Contractor gets any other contract work in the Depot, such work shall be supervised by a separate Supervisor. The service of the Supervisor under this contract shall not be used for any other contract.

7.17. The Independent Labour Contractor shall provide a night shelter facility outside the Depot campus and in its vicinity, for the benefit of his employees (separate facility to be provided for lady staffs if any) engaged in the night shift. Otherwise he has to provide transport facilities for such employees to reach their residences after night shift.

7.18. The Independent Labour Contractor should hold meetings with his employees every month to sort out and settle grievances as well as complaints of unsatisfactory performance.

7.19. The Independent Labour Contractor shall follow instructions issued by Dairy authorities in conformity with the provisions of the FSSAI specifications and milma guidelines regarding the hygiene, punctuality and performance of his employees and documentation procedures connected to FSSA implementation.

7.20. The personnel employed by the Independent Labour Contractor shall be above 18 years and below 58 years of age and must be well disciplined and medically fit and technically skilled to carry out the specified jobs. These personnel shall be engaged for a maximum of six days in a week, that is, 26 days in a month. Medical certificate and ID proof along with the details in the specified format of the employees engaged in the Depot shall be submitted at Wayanad dairy. All employees shall wear ID card during the working hours.

7.21. The Independent Labour Contractor shall on request by the Dairy Manager immediately replace any person employed by the contractor, who may, in the opinion of the Dairy Manager be unsuitable or incompetent to carry out the allotted work or is found guilty of misconduct.

7.22. The Independent Labour Contractor shall make periodical and/or surprise checks to supervise the performance and turn out of the contract personnel provided by him.

7.23. The Independent Labour Contractor shall arrange for the maintenance of registers and forms as are found necessary for efficient performance of the work assigned to him. A duty register indicating the names of the contract personnel on duty should be made available to the Dairy Manager at all times.

7.24. The Independent Labour Contractor shall not assign or sublet the work in full or part to any other sub-contractor.

7.25. The Dairy Manager deserves the right to arrange Police verification to be done by the Independent Labour Contractor of the persons engaged by him before assigning duties inside the Depot.

7.26. <u>Independent Contractor Relationship and Status</u>

7.26.1. The Independent Labour Contractor shall perform the Services under this Contract solely as an Independent Contractor and shall recognize that this Contract does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the Contractor and Depot/Wayanad Dairy or MRCMPU Ltd. The Independent Contractor is not authorized to enter into or commit MRCMPU Ltd to any agreement, and the Independent Contractor shall not represent itself as the agent or legal representative of MRCMPU Ltd.

7.26.2. The Independent Contractor shall have the right to control and supervise the performance of the services provided under this contract.

7.26.3. The Independent Contractor shall not be entitled to participate in any of the benefits provided by MRCMPU Ltd, including without limitation any health or retirement plans. The Independent Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for under the terms of this Contract.

7.27. MRCMPU Ltd shall not be liable for taxes, Worker's Compensation, ESI, EPF etc for the services provided by the Independent Contractor or for withholding for or on behalf of the Independent Contractor any amount payable to any other person consulted or employed by the Independent Contractor in performing Services under this Contract. All such costs shall be the Independent Contractor's responsibility.

7.28. The Independent Labour Contractor shall indemnify Wayanad Dairy against all claims which may arise under the under noted Acts

(i) The Minimum Wages Act, 1948.

(ii) The Workman's Compensation Act, 1923.

(iii) The Payment of wages Act, 1963.

(iv) The Payment of Bonus Act, 1965.

(v) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under E.S.I Act 1948

(vi) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.

(vii) The Employees Provident Fund and Miscellaneous Provisions Act, 1952

AND

Any other Acts or Statute not here in above specifically mentioned but having bearing over engagement of workers directly or indirectly for execution of work.

7.29. Goods and service tax and Income tax are payable against the contract as per ruling statutes. The Income Tax will be deducted from the bill payment to the Independent Labour Contractor while the Goods and service tax, if applicable based on existing limits, will have to be remitted directly by the Independent Labour Contractor. On submission of proof of remittance of Goods and service tax, reimbursement will be done from Dairy.

7.30. First payment will be released only after furnishing certified copy of the PAN and meeting norms related to PF, ESI etc.

7.31. Any other statutory liabilities will be the responsibility of the Independent Labour Contractor.

7.32. Any accidents and calamities that may occur to the Independent Labour Contractor's employees inside the premises of the Marketing Depot setting same shall be the responsibility of the Independent Labour Contractor.

8. CASH CHEST

8.1. Dairy will provide Cash Chest for storage of money in the Depot.

9. REMUNERATION TO THE INDEPENDENT LABOUR CONTRACTOR

9.1 The basic payment will be daily amount finalized as per the tender for handling up to 58000 Liters/Kg of Milk, Curd, Sambaram, Lassi & Kattimoru per day and Milk Products of 10000 kg/ltr & above per Month.

9.2 In addition to the above, additional incentive will be allowed as follows:

Incentive amount admissible for every extra Litre (of Milk, Curd, Sambaram, Lassi & Kattimoru) dispatched per day in excess of 58000 Litres/Kg

Rs 0.10/- per Ltr/Kg

Incentive amount admissible for every Kg/Lt of Products (other than Milk, Curd, Samabarm, Lassi & Kattimoru) dispatched in a Month
Rs 1 /Kg/Ltr

All the payments including the daily incentive will be given to the Independent Labour Contractor on monthly basis against bills submitted.

9.3 The payment will be on every 10th working day, after effecting statutory deductions.

9.4 Payment will be made only through bank account.

9.5 Releasing of first payment will be done only after fulfilling the statutory requirements

10 INPUTS BY MILMA

10.1 Depot infrastructure.

10.2 Land / mobile phone, Computers & accessories etc. for office use

10.3 Stationery / registers for maintaining records

10.4 Table, chair, etc. if needed.

10.5 Cash Chest

10.6 Training support to the Independent Labour Contractor's crew regarding operational issues.

The Independent Labour Contractor would not claim any lean over the inputs by MILMA or other documents under any circumstances on any disputes with MILMA.

11 TENDER FINALIZATION

The lowest total amount quoted for handling 58000 Ltr/Kg of Milk, Curd, Sambaram, Lassi & Kattimoru per day and 10000 Ltr/Kg of products per month will be considered for finalization.

12 AGREEMENT

The successful bidder has to execute an agreement with MRCMPU Limited, in Rs.200/-stamp paper committing to the various conditions of conduct of the contract. Matter for same will be shared by Wayanad Dairy.

13 PREMATURE CLOSURE

13.1 The contract will be for 2 years from the date of commencement. In the event of Independent Labour Contractor working against the interest of the organization or MILMA finds his performance unsatisfactory, or for any reason in the interest of the organization, MILMA can terminate the contract by giving 3 months' advance notice. However, if the Independent Labour Contractor is found to be

involved in misappropriation of cash /stock of MILMA, the contract will be terminated with immediate effect.

13.2 Similarly, if the performance of the contractor is not satisfactory or if the contractor tends to withdraw from the contract before maturity period, MRCMPU Ltd, Wayanad Dairy shall have the right to terminate the contract and make alternative arrangement and the additional loss there by incurred by the Dairy for the completion of the contract period shall be recovered from the contractor.

14 DISQUALIFICATIONS

a) Those Independent Labour Contractors / Agencies who were awarded the Dairy operations (Production activities) contract by MRCMPU Ltd., Wayanad Dairy during previous years but were unable to operate that contract successfully and those who have been black listed are not eligible for being awarded this contract.

b) Those Independent Labour Contractors/ Agencies who do not submit along with the tender, copies of documents to prove experience, possession of registrations/licenses/PAN number etc. are not eligible for being awarded this contract. However, if the contractor does not have the licence from the competent authority (District Labour Officer – Enforcement) under the Contract Labour (Regulation and Abolition) Act 1970, he should produce the same within one month from the date of award of contract.

c) Tenders which contain false statements by the tenderer are liable to be rejected

15. EXTENSION

The contract will be for a period of two years from 01.01.2027 to 31.12.2028. The Dairy reserves the right to extend the contract for a further period not exceeding six months and the contractor hereby agree to continue the contract with all its terms and condition for such extended period if any.

16. OTHER TERMS & CONDITIONS

15.1 The rate quoted shall be inclusive of all expenses relating to his employees, such as uniforms, washing charges etc.

15.2 The Dairy Manager, MRCMPU Ltd, Wayanad Dairy reserves the right to accept or reject any offer with or without assigning any reason thereof.

15.3 Managing Director, MRCMPU has the right to review the performance norms having recovery effect specified in this Tender Notice, if specific request to this effect is received from the Independent Labour Contractor and the same is found well-based.

DAIRY MANAGER

WAYANAD DAIRY

ANNEXURE – 1

CERTIFICATE OF EXPERIENCE

Certified that M/s……...…… ……represented by its authorized representative Shri. ……had taken up Independent piece rate labour contract works in our establishment within the last three years. M/s.……. had carried out the Independent piece rate labour contract works allotted to them satisfactorily during the period from …….. to …… and during the said contract period had remitted in full, all statutory PF and ESI remittances pertaining to their employees on or before the relevant due dates.

Date: Signature of owner of Establishment

Seal