



**Thiruvananthapuram Regional Co-operative Milk Producers'  
Union Limited**

Ksheera Bhavan, Pattom, Thiruvananthapuram 695004  
Ph : 0471-2447109, 2446845 email: trcmpumkt@gmail.com  
Thiruvananthapuram Dairy, Ambalathara, Poonthura. P.O

**TENDER REF NoTD/MKT/CC/SN-1/420/2025(OUTSOURCING  
OF CASH COUNTER )**

**E-TENDER DOCUMENT FOR OUTSOURCING OF CASH  
COUNTER**



Thiruvananthapuram Regional Co-operative Milk Producers' Union,  
Ksheera Bhavan, Pattom, Thiruvananthapuram 695004, Kerala,  
Ph: 0471 2447107, 2446845, 2448057

Thiruvananthapuram Dairy, Ambalathara, Poonthura.P.O

Web: [www.milmatrcmpu.com](http://www.milmatrcmpu.com); E-mail: milmatd@gmail.com

### **INVITATION TO BID – E TENDER**

1. The Thiruvananthapuram Regional Co-operative Milk Producers' Union Limited invite E-tenders for outsourcing of cash counter. Interested eligible Bidders may obtain further information from the office of the Thiruvananthapuram Regional Co-operative Milk Producers' Union Limited, Ksheera Bhavan, Pattom, Thiruvananthapuram/Thiruvananthapuram Dairy, Ambalathara, Poonthura.P. O
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 as well as technical specifications are contained in the bidding document of the above work which is uploaded in the Kerala Government e-portal [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in).

Bid Reference	<b>TD/MKT/CC/SN-1/420/2025</b> (OUTSOURCING OF CASH COUNTER)
Estimated cost	Two Eighty Five lakhs
Cost of Tender Form	Rs.1000/- (Rupees Thousand only)
EMD	5000/-
Document Publishing Date	<b>30/01/2025 11.00 AM</b>

Date of submission of e-tender	<b>30/01/2025 to 11/02/2025</b>
Bid Submission Closing date	<b>11/02/2025 12.00 PM</b>
Place of Opening of Bid	Ambalathara Dairy,Poonthura
Date & Time of opening of bids.	<b>12/02/2025 14.00 PM</b>
Work for which the tender is invited	<b>Outsourcing of Cash Counter</b>
Technical Specifications/ Schedule	Enclosed.
Bid Validity	90 days

*Sd/-*

Managing Director

## **Terms & Conditions for e-Procurement**

This tender is an e-tender and is being published online. The tender is invited in two cover system from the registered and eligible firms 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](http://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](http://www.cca.gov.in). Once, the DSC is obtained, bidders have to register on [www.etenders.kerala.gov.in](http://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](mailto: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](http://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:** Nil

iii. **Publishing of Corrigendum:** All corrigenda shall be published on [www.etenders.kerala.gov.in](http://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](http://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 bidder's 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 1 cover 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 Aadhaar Card
- b. Copy of Company / Firm Registration Certificate (This document to be uploaded if the bidder is a company or a registered organisation / firm. Copy of Aadhaar Card is not necessary)
- c. Copy of Profit & Loss Statement for the past three years (2021-22, 2022-23, 2023-24)
- d. Copy of GST Registration Certificate
- e. Copy of tender document duly signed on all pages

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.

**e. STEPS FOR MAKING TENDER PAYMENTS IN ETENDER SYSTEM VIA  
SBI MOPS  
GATEWAY  
(SBI AND NON-SBI ACCOUNT HOLDERS)**

**Step 1)** Click **“Pay Online”** when you reach below page while Online Bid Submission.

**Step 2)** Click **“Confirm to Pay”** to proceed with the payment gateway.  
*Note: Please ensure that you have availed Tender Fee / EMD Exemption, if eligible. Further, there would not be any provision to change back, under any circumstances.*

**Step 3)** Verify that the Tender fee and EMD shown are correct, as per tender document. Then, select the payment option SBI MOPS and Submit.  
*Note: In case of any mismatch in tender payments, with reference to tender documents, please contact TIA for clarifications.*

**Step 4) Check and Follow the Terms and Conditions, and then Submit,**

**Step 5)** Bidders may choose their respective bank for accessing Internet Banking Facility.

**SBI ACCOUNT HOLDERS**

- i. Bidders with SBI account may click SBI option to proceed to its Net Banking Page
- ii. Bidders may enter SBI Net banking user ID and Password and Click on **Login** to proceed.
- iii. **Please ensure that your account has sufficient balance**, before proceeding further. After checking the same, Click **Confirm** button to transfer payment. After account debit, MOPS gateway will automatically re-direct to the eProcurement System, with the Success transaction.

- iv. You will receive bank response immediately by verifying the payment status, whether **Success** or not. **In case, payment was debited from account and further, Payment Failure** is shown, immediately contact the e-Procurement helpdesk, for resolution, **before tender closing time.**
- v. Click **next** to go to Bid Preparation details.
- vi. Please ensure that the **Pay Online** option is not shown after successful payment, as below, for confirmation. From here, you may proceed with **Encrypt and Upload** to upload tender documents, and further submission process.

#### **OTHER BANKS:**

- a) Bidders with other bank account may click **Other Banks** option to proceed to SBI Net Banking Page
- b) You may select the appropriate Bank from selection page. As an example, steps are given below, proceeding with ICICI Bank in the provided dropdown box of All Banks, as an example.
- c) After selecting ICICI Retail Banking, Click **Make Payment** Button to proceed to its internet banking page. Further steps may depend on the Bank Procedure.
- d) After, successful payment, system will direct you to payment confirmation page.
- e) You will receive bank response immediately by verifying the payment status, whether Success or not. In case, payment was debited from account and further, Payment Failure is shown, immediately contact the e-Procurement helpdesk, for resolution, before tender closing time.
- f) Click **next** to go to Bid Preparation details.
- g) Please ensure that the Pay Online option is not shown after successful payment, for confirmation. From here, you may proceed with **Encrypt and Upload** to upload tender documents, and further submission process.

For any clarifications regarding above payment process or related issues in Kerala e-Procurement System, please reach KSITM e-Procurement Helpdesks via below details:

**Thiruvananthapuram**

Address: Kerala State IT Mission  
E-Government Procurement PMU and Helpdesk,  
Basement floor of Pension Treasury Building,  
Uppallam Road, Statue,  
Thiruvananthapuram

Tel :( On all Government working days from 10:00 am to 5:30 pm)  
0471 – 2577088, 0471 – 2577188, 0471 - 2577388  
E-Mail:helpetender@gmail.com

**Kochi**

Address: Kerala State IT Mission  
E-Government Procurement Support Centre, Infopark Technology Centre,  
18C, Sector E Hall, JINI Stadium, Kaloor,  
Ernakulam

Tel :( On all Government working days from 10:00 am to 5:30 pm )  
0484 – 2336006, 0484 – 2332262  
E-Mail:helpetenderekm@gmail.com

**Kannur**

Address: Kerala State IT Mission  
E-Government Procurement Support Centre,  
1st Floor, Civil Station, Collectorate,  
Kannur

Tel :( On all Government working days from 10:00 am to 5:30 pm )  
0497 – 2764788, 0497 – 2764188  
E-Mail:helpetenderknr@gmail.com

**Malappuram**

Address: Kerala State IT Mission  
E-Government Procurement Support  
Centre, 1st Floor,B3 Block, District  
Collectorate Compound  
Malappuram.

(On all Government working days from 10:00 am to 5:30 pm)  
Tel: 0483-2732941  
E-Mail:helpetendermlp@gmail.com



#### **f. 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](http://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](http://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.

### **TERMS & CONDITIONS**

#### **1. Security (Earnest Money Deposit):**

- f. The Bidder shall furnish, as part of its bid, bid security for the amount as specified in the invitation for bid through **ONLINE as indicated in the E-tender notice.**
- g. The bid security is required to protect the TRCMPU against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- h. The bid securities of the unsuccessful bidders shall be refunded as promptly as possible, but not later than 30 days after the expiry of the period of bid validity as prescribed in these documents through **ONLINE NEFT TRANSACTION.**
- i. No interest shall be paid by TRCMPU on the bid security furnished by the bidder.
- j. The bid security may be forfeited if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or in the case of successful Bidder, if the Bidder fails:
  - I. To sign the contract
  - II. To furnish performance security

#### **2. Documents**

The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted shall be established to the TRCMPU's satisfaction. To this end, all bids submitted shall include the following documents.

- a. Copy of Aadhaar Card
- b. Copy of Company / Firm Registration Certificate (This document

- to be uploaded if the bidder is a company or a registered organisation / firm. Copy of Aadhaar Card is not necessary)
- c. Copy of Profit & Loss Statement for the past three years  
(2021-22, 2022-23, 2023-24)
  - d. Copy of GST Registration Certificate
  - e. Copy of tender document duly signed on all pages

### **3.Price Basis:**

The bidder shall quote their rates in the standard BOQ provided indicating the breakup details. The quoted rate shall be inclusive of all applicable taxes, duties, packing and forwarding, freight and insurance.

### **4.Validity**

The offer should remain valid for acceptance for a period of 90 (Ninety) days from the date of opening of bids.

**Tender No TD/MKT/CC/SN-1/420/2025**

**Last Date for submission of e tender 11/02/2025**



**Milma**

**THIRUVANANTHPURAM REGIONAL  
CO-OPERATIVE MILK PRODUCERS' UNION LTD.**

**TENDER**

**Containing Conditons for Outsourcing of Cash  
Collection and Related work of Santhinagar / Pattom/  
Ambalathara cash counters of Thiruvananthapuram  
Dairy**

**( ALL PAGES SHOULD BE SIGNED AND RETURNED)**

Name of Tenderer: Shri/ Smt.....

Address .....

.....

.....

.....

Signature of Tenderer: .....

To,

The Managing Director  
Thiruvananthapuram Regional Co-operative Milk Producers Union Ltd.,  
Thiruvananthapuram

Sir,

I/ We hereby tender to execute the Cash Collection and Related work of cash counters of Dairy referred to and described in the conditions of the contract.

I/ We , have remitted the required amount of Rs..... as EMD.

Yours faithfully

Shri/ Smt.....

Address

.....  
.....  
.....  
.....

Signature of Tenderer: .....

Place .....

Date .....

**Documents to be attached**

- a. Copy of Aadhaar Card
- b. Copy of Company / Firm Registration Certificate (This document to be uploaded if the bidder is a company or a registered organisation / firm. Copy of Aadhaar Card is not necessary)
- c. Copy of Profit & Loss Statement for the past three years (2021-22, 2022-23, 2023-24)
- d. Copy of GST Registration Certificate
- e. Copy of tender document duly signed on all pages

## **TERMS AND CONDITIONS**

Tenders are invited for awarding the contract Cash Collection and Related work of cash counters of Dairy, as per the terms and conditions detailed below.

1. The contract is for a period of two years from starting of contract. The contract will be on Principal-to-Principal basis. Either party after settling all the liabilities arising out of this contract can terminate the contract after giving 3 months' notice. The contract can be extended for further period of three months if found necessary at the prevailing rates, terms and conditions. However, any liability of the contractor to the Dairy as per the contract will remain till such time as the contractor remits the entire amounts collected from the dealer's/distribution route contractors/others as agreed, into the bank accounts of the Managing Director, TRCMPU LTD.
2. The tender process consists of 2 steps, the Technical Bid and the Financial Bid. The technical bids will be opened, evaluated and short listed as per the eligibility and technical qualifications. Bids short listed by this process will be taken up for opening the financial bid. Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid.
3. Thiruvananthapuram Dairy has the right to reject the technical bids of parties those who have been producing / marketing dairy products of competitor brands of Milma.
4. Both the parties are at liberty to terminate the contract after giving 3 months' advance notice and after the second party settling to the first party all the liabilities on account of this contract. If the second party withdraws from the contract without following the conditions mentioned in this agreement or the work order or tender document; any losses incurred by the Dairy shall be recovered from any sum due

to the contractor. If the sum due is insufficient to cover the losses, they will be recovered from the contractor through legal procedures.

5. The contractor shall collect cash from the dealers, wholesalers, distribution route contractors and customers or their authorized representatives at the Cash Collection Centre situated in Shop No-1 of Guest House Shopping Complex, Kerala State Housing Board, Santhi Nagar, Thiruvananthapuram, on all the days in a year including Sundays, Festival days, other Holidays, Bank Holidays and Hartal Days. The cash collected shall be handed over to authorized representative of Bank of the Dairy.
6. The contractor has to carry out the above-mentioned cash collection operation from 8 AM to 2 PM on all days. The contractor is liable to abide by the changes in the working time of the cash counter, brought in by the Dairy as and when required.
7. Details of stall working hours and manpower required. **The staff should have computer proficient with experience in data entry.**

Stall Timing / Shift	Manpower required / Day
8 AM – 2 PM	Santhi Nagar – 2

8. Amount received from each dealer / distribution route contractor shall be acknowledged then and there itself affixing seal of “CASH RECEIVED Rs.....” on the counter foil of the challan after filling up the value of sum received in number and words in the space provided. The seal should bear the contractor’s name and there should be provision for signature of the person receiving cash. The person receiving cash should sign the counterfoil of every challan and hand it over to the remitter as proof of accepting the cash. **The duty place will be under CCTV surveillance. Any discrepancies found at the time of cash collection should be shown as proof in the CCTV camera at the time of cash collection itself.**

9. Remittance of Cash –

Handing over of cash to representatives of Bank - The Cash collected on each day along shall be handed over the representative of First Partys’ Bank. Duly filled challans (three numbers) shall be got signed by the representative of the bank receiving cash. One

challan shall be maintained by the contractor, one should be handed over to the banks representative and another one should be forwarded to **Thiruvananthapuram Dairy** within the time stipulated. The Cash collected on each day shall be handed over to the representative of the bank by 1.30 PM on the same day itself. Any change in the bank will be intimated to the contractor by the Dairy.

10. The contractor shall be permitted to keep the collected cash inside the cash chest positioned at the Marketing section of **Thiruvananthapuram Dairy** on Holidays, Bank Holidays, Harthal days etc. On such days when cash is not collected by bank authorities, the Second Party shall ensure that the entire cash collection amount is transferred to the cash chest of **Thiruvananthapuram Dairy**. For transporting cash to **Head Office**, the contractor shall arrange conveyance at his own cost and dairy will not provide the vehicle for the same. Contractor shall arrange necessary insurance for the handling of cash at counter and transporting cash to **Thiruvananthapuram Dairy**.
11. The contractor shall get remittance challans, bank remittance slips etc authenticated from the Bank representative and shall be handed over to the Official Representative of **Thiruvananthapuram Dairy** or E-mail the authenticated remittance slip to **Thiruvananthapuram Dairy**, immediately after the remittance on the same day (before 4 PM of everyday). An exclusive email id shall be provided by the Dairy, for this purpose.
12. The data regarding order quantities, Cash remittance particulars etc. have to be posted from the remittance challans on daily basis in the computer (provided by the First Party) loaded with the relevant software.
13. Utmost care has to be taken in posting of the orders into the computer as errors in posting the order would disrupt the milk supply/product supply and consequent problems which will entail the contractor to bear the corrective costs. The expense incurred by the Dairy for correcting the error and ensuring milk supply/product supply shall be recovered from the contractor. If the errors in posting the orders in the computer repeatedly happen, the Dairy will have the right to impose proportionate penalty/recover proportionate loss incurred to the Dairy from any sum due to the contractor as deterrent to posting errors.

14. The contractor shall execute bank guarantee in favour of **Senior Manager, TRCMPU Ltd, Thiruvananthapuram Dairy** as per the details shown below:

Value of Bank guarantee	Period
Santhinagar - ₹ 28.5 lakhs	Should cover the entire contract period plus six months

15. The proposed daily average collection amount at the cash counter will be. Rs. 9.50 Lakhs (Nine **Lakhs Fifty Thousand**) per day \*. The contractor shall quote rate (including GST) to cover all expenses incurred for catering to all service, charges and other expenses connected with the cash collection, handing over cash to bank authorities, indent posting in computer, /Remote access service to Milma Server at **Thiruvananthapuram Dairy**, telephonic contacts, entrusting challans and bank remittance slip to Official representative of the Dairy, transportation charge required if any etc. No other payment shall be made by the Dairy to the Contractor towards the service rendered by the Contractor during the contract period.

\* Last three months (October – December 2024) daily average collection amount

16. Rate (including GST) shall be quoted for every 1 lakh rupees collected per day at the cash counter. The contractor will be assured a minimum payment based on the proposed daily average collection amount (mentioned in clause no. 15). For amount collected over and above the proposed daily average collection amount (mentioned in clause no. 15), the contractor will be paid proportionately to the rate quoted per lakh.



Example 1 (total amount collected is higher than the Proposed daily average collection amount)	
Proposed daily average collection amount	Rs.6,00,000.00
Actual amount collected	Rs.8,25,000.00
Rate quoted per Lakh	100.00
Total payment per day	825.00

Example 2 (total amount collected is lower than the Proposed daily average collection amount)	
Proposed daily average collection amount	Rs.6,00,000.00
Total amount collected	Rs.5,50,000.00
Rate quoted per Lakh	100.00
Total payment per day	600.00 **

\*\* (Minimum amount assured based on the proposed daily average collection amount ie Rs.6,00,000/-)

17. The contractor is liable to operate the cash counter extra time during Onam Days (maximum three days) as required by Thiruvananthapuram Dairy and shall also deploy a maximum of one manpower in additional to the existing staff, for timely completing the cash collection and associated works during these days.
18. The bill for the services in standard GST bill format shall be submitted by the contractor to the Dairy by the 10<sup>th</sup> of subsequent month along with a day-wise statement of Cash handled. The payment will be settled (after making statutory deductions applicable) by account transfer within 10 days from the date of submission of the bill. Bill shall be accompanied with the details of payment made to the employees of the contractor, as proof of ESI and PF remittance. The contractor shall produce PAN card in original before submission

of first bill for payment of contract remuneration. If PF & ESI are not applicable, necessary affidavit in Rs.200/- worth stamp paper shall be submitted.

19. The Dairy shall provide the remittance challan forms and related printed-paper stationery. The Dairy shall also provide one/two computer, one printer and one mobile phone. These items are the asset/property of the Dairy and the contractor shall maintain the stock of these items in good condition. Any break down to the electronic items shall be intimated by the contractor to the Dairy immediately.
20. The Officers/Representatives authorized by the Dairy shall have the right to inspect the related documents kept under the custody of the contractor in connection with the jobs assigned to the contractor as per this agreement and the contractor shall be liable to render all cooperation for such inspections. Any violations of the condition of this clause shall be treated as Breach of Contract.
21. The contractor shall maintain wage register of the employees deployed by him in the Cash counter. The wage register shall be produced for inspection as and when required by the Dairy and contractor shall not raise any objection in this.
22. All operations of this contract shall be subject to the supervision of the authorised representative of **Thiruvananthapuram Dairy-Head of Marketing Section, Thiruvananthapuram Dairy and the Senior Manager, Thiruvananthapuram Dairy**. The contractor will, on termination of the agreement, return to the Dairy all the unused stationery and forms the Dairy supplied to the contractor for conducting the activities specified in this contract. The contractor shall have no right or claim over the printed form, which has been supplied by the Dairy. The contractor shall not mis-utilize the stationery of the Dairy. If it is found that the contractor has mis-utilised the printed forms or other items issued by the Dairy for the operation of the cash counter, the Dairy shall initiate legal action against the Contractor.
23. The contractor shall employ the required number of personnel every day for the work undertaken as per the agreement so that the operations are completed on time.
24. The work under taken by the contractor as per this agreement is purely a job work and the contractor and/or the Partners and/or the

Staff of the contractor shall not lay any claim for employment before the Dairy, owing to this contract. There shall be no employee/employer relationship between any representative/employee of the contractor and the Dairy.

25. The contractor shall provide the wage details of the persons employed along with the monthly bill for the purpose of deduction of statutory payments. The Dairy shall be at liberty to invoke the bank guarantee submitted by the contractor to make good any loss or damage caused to the Dairy due to the failure of the satisfactory execution of the contract by the contractor.
26. The contractor shall ensure the Minimum wages to the employees engaged by them as per the Minimum Wages Act. Notification No.GO/MS/No.39/2017 LBR dt.09.05.17)
27. The contractor shall adhere to the all laws and claims under the Minimum wages Act,1948, The Workmen's Compensation Act 1923, The payment of Wages Act 1963,Payment of Bonus Act 1965, The payment of Bonus (amendment Act 2015)The contract Labour (Regulation of Abolition) act 1970 the rule formed there under, ESI Act 1948,Interstate Migrant(Regulation of employment of condition of service) Act 1979, The Employees provident fund and miscellaneous provisions act 1979 and any other acts on statute not here in above specifically mentioned but having bearing over engagement of workers directly or indirectly for executing of work.
28. If any area under operation is not covered under ESI scheme, the Contractor shall obtain necessary insurance coverage from a Nationalized Insurance Company at his own expense and a copy of the Policy obtained under the Workmen's Compensation Act shall be submitted to the Dairy. In case any of the Independent Labour Contractor's employees meet with any accident in the Dairy, the Contractor shall be solely liable to provide the employee with necessary treatment and compensation. Dairy shall not be liable for any disability claims/compensation due to injury/death on account of such accidents. The insurance to the workmen engaged by him is to meet such eventualities under the Workmen's Compensation Act. Whenever the Contractor engages new employees, such employees shall also be included in the above policy and evidence of inclusion shall be submitted to the Dairy immediately.

29. The contractor shall provide the details of the employees deployed by him at the cash counter, to the Dairy. Whenever the employees are changed and new employees are deployed the contractor shall intimate the change and the details of the new employees to the Dairy. The contractor is liable to replace personals if demanded by the Dairy.
30. For all judicial purposes, the Jurisdiction shall be Courts at Thiruvananthapuram.