



## TENDER DOCUMENT

FOR  
ENGAGEMENT OF LABOUR CONTRACTOR TOWARDS LABOUR  
CONTRACT & WORKS ON JOB CONTRACT  
AT  
OMFED KEONJHAR DAIRY, SILISUAN,  
RAISUAN, KEONJHAR.

Submission of Filled in Tender Document: Up to 1400 Hours Dtd 29.07.2019  
Opening of Tender : 1500 Hours Dtd 29.07.2019

Name of the Tenderer :

Address : -----  
-----  
-----  
-----

Telephone No. :

FAX No. :

E-Mail No. :

**THE ODISHA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD.**  
**D-2, SAHIDNAGAR, BHUBANESAR-761007**  
**Ph.No.(0675)2540273/2546030/2540417/2546121**

**COST - Rs.1000.00 + GST-12%**



**THE ODISHA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD.**  
**D/2, SAHID NAGAR, BHUBANESWAR – 751 007**  
**Ph.No.(0675)2540273/2546030/2540417/2546121**

**TENDER NOTICE FOR ENGAGEMENT OF LABOUR CONTRCTOR**  
**AT OMFED KEONJHAR DAIRY**

Sealed tenders are invited from registered and experienced Labour Contractors for engagement of Labour Contractor to perform different works on job contract basis at OMFED Keonjhar Dairy, Silisuan, Raisuan, Keonjhar , Sealed tender duly filled in by the bidder in tenders shall be **accepted up to 1400 Hours on dtd 29.07.2019 & shall be opened on the same day at 1500 Hours** in presence of interested bidders. For details, please visit our website [www.omfed.com](http://www.omfed.com). Interested bidders may visit our website for further addendum, corrigendum etc. if any from time to time. It will only appear in the official website and not any other media including news paper.

**Managing Director**



**THE ODISHA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION  
LTD. D/2, SAHID NAGAR, BHUBANESWAR – 751 007  
Ph.No.(0675)2540273/2546030/2540417/2546121**

## **TENDER DOCUMENT**

Engagement of Labour Contractor for performing works at OMFED Keonjhar Dairy.

- Available of Tender Document - The Tender document can be available at OMFED Corporate Office, D/2, Sahid Nagar, Bhubaneswar – 751007 up to 1300hrs dt **29.07.2019** on payment of Rs.1120/-(including 12% GST) only in cash on working days. This can also be downloaded from website [www.omfed.com](http://www.omfed.com). A separate Demand Draft of Rs.1120/- shall be submitted by the Tenderer in case of downloaded tender documents.
- a) Date, time and place for submission - **1400Hours dt.29.07.2019 at OMFED Corporate Office, of Tender Document D/2, Sahid Nagar, Bhubaneswar - 751007**
- b) Date and time for opening of Tender :
- (i) Technical Bid - **1500 Hours dt . 29.07.2019**
- (ii) Financial Bid of eligible Bidders - **1600 Hours dt. 29.07.2019**
- c) Contract period - 03 years (The contract shall be renewed after successful Completion of each year)
- d) Likely date / month of Commencement of Contract - **01.08.2019**
- e) If any of the above scheduled date is declared as holiday for the Federation, the said programme will be held on next working day at same time & venue.

OMFED reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

**Signature of Bidder  
Seal & Date**

## **ELIGIBILITY CRITERIA OF BIDDER**

1. The Firm/Agency should be registered under the following appropriate Authority
  - a. Labour License from Labour Officer under Contract Labour (Regulation & Abolition Act 1970)
  - b. Employees Provident fund Organisation
  - c. Employees State Insurance Corporation
  - d. Income Tax (PAN CARD)
  - e. Goods & Service Tax (GST)
2. They should have their own Bank account (in the name of the Firm/Agency)
3. The Firm/Agency must be financially sound. The minimum turnover of **Rs. 20 (Twenty) Lakhs** per annum for the Last year as per Audited Statement of Accounts.
4. The statement of accounts of the Firm should have been audited for consecutive two years i.e for the year **2016-17 and 2017-18**.
5. The Firm Agency should have updated IT Returns for the Financial year **2016-17 & 2017-18**.
6. The Firm/Agency must have experience for engagement of workers in reputed organization of Odisha/other state.

## **SCOPE OF WORK AND GENERAL TERMS & CONDITIONS:**

The Odisha State Cooperative Milk Producers' Federation Ltd., Bhubaneswar requires the services of reputed, well established and financially sound Labour Contractor to provide labour and perform works on job contract basis at OMFED Keonjhar Dairy, Silisuan, Raisuan, Keonjhar (having milk processing of 12 to 15 Thousand ltrs and production of milk products per day.)

1. All the quantity /volume of works stated in tender paper are likely to vary depending upon the requirement.
2. The rates quoted should be inclusive of all statutory requirements like PF, ESI, Bonus, Holidays wages, Annual Leave with wages, GST & commission (service charges) to the contractor etc.
3. The Contractor will be liable to comply to the statutory requirements under various Acts & Rules framed there under. If any deviation found in any bids at the opening time of Technical Bids then the Tender Committee shall reserve the right to reject the bids.
4. The tender document should be signed by the authorized signatory with name & seal of the firm at the bottom of all pages.
5. Jobs have to be carried out strictly as per instruction of Plant Authority/his representative.
6. Job has to be completed within schedule time. No worker should engaged more than 8 hours per day.
7. Payment to the Contractor shall be made once in a month on submission of bill in triplicate.
8. No payment shall be released if work performance is unsatisfactory.
9. Labourers deployed should maintain strict discipline as per rules in the Plant premises. Every labour engaged is to be medically examined to ensure that he/she is medically fit. Periodically health checkup (03 months interval) of all such labour engaged in food handling areas should be done & certificate submitted to the Plant authority. Also, contractor shall ensure that the healthy hygienic practices in food safety parameters are monitored on day to day basis.
10. Successful bidder will be communicated to deposit interest free Security Deposit of **Rs.3, 00,000 (Rupees Three lakhs only)** within seven working days of such communication. If the bidder fails to deposit the Security Deposit within 7 (Seven) working days, OMFED reserves the right to reject his bid unless the dead line for deposition of Security Deposit is extended by OMFED 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 dead line, an agreement will be signed between the bidder and OMFED to undertake this work. No payment can be released to the bidder unless this agreement is signed.
11. All required materials, to execute the job, shall be supplied by the Plant except tools and tackles.
12. The Contractor shall provide Identity Card, Employment card and Wage card to each worker at his cost as required under the Contract Labour (Regulation & Abolition) Act, 1970 read with Orissa Contract Labour (Regulation & Abolition) Rules, 1975.
13. Credential/Certificates in support or experience to be furnished with the offer.

**Signature of Bidder**  
**Seal & Date**

14. 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 complied 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.
15. If the firm/quotes “Nil” charges/consideration of the bid shall be treated as unresponsive and will not be considered.
16. Agency/Contractor engaged for providing required service and black listed by Omfed or any other organization due to reasons whatsoever shall not be eligible for participate in the Tender.
17. Offer without **EMD of Rs.25, 000/-in shape of Demand Draft** in favour of OMFED payable at “Bhubaneswar” will not be taken into consideration.
18. The Technical Bid and Financial Bid shall be submitted in two separate sealed cover super scribing “Technical Bid” and “Financial Bid” respectively. The above two sealed Bids should be submitted in a third sealed cover super scribing “**TENDER FOR ENGAGEMENT OF LABOUR CONTRACTOR AT OMFED KEONJHAR DAIRY**” **DUE ON dt. 29.07.2019.**
19. Tenders filled in all respect must be sent by Regd. Post/ Courier/ Person to reach OMFED Corporate Office, D/2, Sahid Nagar, Bhubaneswar - 751007 on or before **1400 Hours dtd. 29.07.2019** Incomplete tenders and tender received after specified time shall not be accepted. OMFED shall not be responsible for any type of delay in arrival of tender. Once tender is accepted cannot be allowed for withdrawal.
20. The tenders will be opened by a Committee at **1500 Hours dtd. 29.07.2019** at OMFED Corporate Office, D/2, Sahid Nagar, Bhubaneswar -751007 in presence of interested tenderer/ their authorized representatives.
21. The Financial Bid of only those tenderers will be opened, whose Technical Bids are found in order. The Financial bids shall be opened at **1600 Hours dtd. 29.07.2019 at** OMFED Corporate Office, D/2, Sahid Nagar, Bhubaneswar - 751007 in the presence of the bidder and their representatives of the Labour Contractor, if any, who wish to be present on the spot at that time.
22. EMD of successful bidder will be adjusted towards security deposit. The EMD of unsuccessful bidder shall be refunded within one month after finalization of tender.
23. If any party is awarded with the work, but does not carry out the work, his Security Deposit/EMD shall be forfeited.
24. If the tenderer does not meet statutory documents to the satisfaction of the management as stipulated above, Competent Authority shall reserves the right to reject the tender outright at the time of opening of tender.
25. The OMFED Management is at liberty to relax the eligible criteria if feel necessary considering the nature of work.
26. The tender committee of OMFED reserves the right to decide the engagement of contractor more than one, in order to facilitate timely and uninterrupted works.
27. Defaulter in earlier execution of work/ Non submission of statutory dues/ supply of labour to Omfed or black listed by Omfed or anywhere in the country are not allowed to participate in the tender.

**Signature of Bidder**  
**Seal & Date**

## **28.ESCALATION CLAUSE :**

If minimum wages increase during the period of engagement under Minimum Wages Act 1948, the minimum wage plus statutory contribution shall be increased on pro-rata basis accordingly with same rate with all statutory dues, excluding agency charges, which shall be as under. If minimum wages increase within the contract period, the minimum charges shall be increased keeping constant the agency charge (service charges) at same amount i.e. the agency charges shall be on old rate.

## **29. Payment :**

Monthly bill along with proof of payment and all documents has to be raised by the Contractor after payment of monthly wages to the labourers after deducting EPF deduction from the Labour by 7<sup>th</sup> day of every succeeding month and Keonjhar Dairy will release the payment within 15 days of receipt of bill. The contractor payment shall be released after withholding /deducting/ statutory payments i.e Employer EPF & ESI contribution Bonus, Leave salary & N & F holiday payment Employer EPF & ESI contribution & GST tax shall be paid by Keonjhar Dairy after deposit by the contractor with appropriate authority in due time and on submission of claim in this regards with proof of all documents/payment, Bonus, Leave salary & N & F holiday payment shall be released after payment made by the contractor to the labourers engaged and on submission of claim in this regards with proof of all documents/payment.

## **30. Penalty:**

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

## **31. ESI / Health Insurance for Employees:**

Contractor may claim Exemption under Section 90 of The Employees' State Insurance Act, 1948 by providing benefits substantially similar or superior to the benefits provided under the ESI Act.

Health Insurance for Employees (GHI) can be bought where there is no ESI hospital within specified distance from dairy plant. Premium payable for Renewal should not exceed more than the employer's contribution of ESI.

## **32. Disputes:**

- a. The Federation and the bidder shall make every effort to resolve any dispute/ dis-agreement in connection with the bid amicably by direct negotiation. However, the decision of Managing Director, OMFED will be final & binding in case the disagreement or dispute is not resolved by mutual negotiation.
- b. Legal dispute if any, pertaining to this tender, shall be subject to the jurisdiction of Civil Court at over Bhubaneswar.

33. All the workman engaged by the Labour Contractor have been signed in the Factory gate in the Presence of security personnel during in time & out time.

**Signature of Bidder  
Seal & Date**

**TECHNICAL BID REQUIREMENTS FOR THE TENDERING LABOUR CONTRACTOR TOWARDS  
LABOUR CONTRACT AND WORKS ON JOB CONTRACT.**

**Documents required:-**

- i. Filled in tender application.
- ii. Original Money Receipt of Tender Purchase Form cost of **Rs.1120/-** or Demand Draft.
- iii. EMD of **Rs.25,000/-** in shape of Demand Draft in favour of OMFED. (Payable at Bhubaneswar).
- 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. with ECR last year (wherever applicable) if the said area comes under Notified Area.
  - b) Goods & Service Tax No. (Certificate)
  - c) Income Tax Pan No. & latest update IT Return for the financial year **2016-17, 2017-18**
- vi. Experience certificate, if any, for engagement of workers in reputed organization in Odisha for last 2 years.
- vii. Other statutory requirement as per prevailing law.
- viii. Proof of Financial statement /TDS Certificate for consecutive 2 years shall be furnished. (For the year 2016-17 and 2017-18)
- ix. The manpower company/firm/Agency shall have been registered with the appropriate Registration Authority.

**Signature of Bidder  
Seal & Date**



**APPLICATION – TECHNICAL BID  
FOR ENGAGEMENT OF LABOUR CONTRACTOR TOWARDS WORKS ON JOB CONTRACT AT  
OMFED KEONJHAR DAIRY.**

1. Name of Tendering Contractor : \_\_\_\_\_
2. Cost of Tender Paper : Rs. \_\_\_\_\_ (Original D/D or M/R is to be enclosed.)
3. Details of Earnest Money Deposit : D/D No. \_\_\_\_\_ date \_\_\_\_\_ of  
Rs. \_\_\_\_\_ drawn on Bank  
\_\_\_\_\_.
4. Name of Proprietor / Partner / Director : \_\_\_\_\_  
along with proof as authorized person \_\_\_\_\_  
to sign the document & deed etc. \_\_\_\_\_
5. Full Address of Registered Office : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. : \_\_\_\_\_  
FAX No. : \_\_\_\_\_  
E-mail Address : \_\_\_\_\_
6. Full address of Operating / Branch Office. : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. : \_\_\_\_\_  
FAX No. : \_\_\_\_\_  
E-mail Address : \_\_\_\_\_
7. Name & telephone no. of Authorized : \_\_\_\_\_  
Officer / person to liaise with Unit(s)
8. Banker of the Contractor : \_\_\_\_\_  
(Attach certified copy of statement of  
A/c for the last three years)
9. Details of the License. : \_\_\_\_\_  
(Valid Labour contract license obtained  
From competent authority  
Xerox and attested copy to be enclosed)

**Signature of Bidder  
Seal & Date**

10. PAN / GIR No. : \_\_\_\_\_  
(Attach attested copy)
11. Goods & Service Tax No. : \_\_\_\_\_  
(Attach attested copy)
12. E.P.F Registration No. : \_\_\_\_\_  
(Attach attested copy)
13. E.S.I Registration No. : \_\_\_\_\_  
(Attach attested copy)
14. Financial turnover of the tendering **Contractor** for the last  
2 Financial Years.

Financial Year	Turn Over Amount (Rs. Lacs)	Remarks, if any
<b>2016-17</b>		
<b>2017-18</b>		

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

**Signature of Bidder**

Name :

Seal :

Date:

Place:

## **DECLARATION**

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

**Signature of Bidder**

**Name:**

**Seal:**

**Date:**

**Place:**

**APPLICATION – FINANCIAL BID**  
(To be filled up and submitted for works on Job contract basis)

**Jobs to be carried out at Omfed Keonjhar Dairy**

Sl. No.	Item	Appx. Volume of work per day	Offered Rate		Analysis of Rate per Unit		
			Rate per Unit	Total Amount	Basic Cost per Unit	Statutory contribution (*)	Service charge (Absolute amount)
1	2	3	4	5=(3X4)	6	7=(6)* 32.76%	8
1	Ancillary Job pertaining to Collection of Milk Pouches	13000 Ltr.	Rs..... /1000 ltrs. milk				
2	Ancillary Job pertaining to Preparation of sterilized Flavoured Milk	200 Bottles	Rs..... /Bottle				
3	Ancillary Job pertaining to Paneer Production.	230 Kgs	Rs..... /Kg				
4	Ancillary Job pertaining to Production of Chhenapoda	20 Kgs	Rs..... /Kg				
5	Ancillary Job pertaining to Production of Curd in cup	200 Kgs	Rs..... /Kg				
6	Ancillary Job pertaining to Production of Lasi/Butter Milk: (Seasonal)	2000 pouches	Rs..... /Pouch				

**Signature of Bidder**  
**Seal & Date**

Sl.No.	Item	Appx. Volume of work per day	Offered Rate		Analysis of Rate per Unit		
			Rate per Unit	Total Amount	Basic Cost per Unit	Statutory contribution (*)	Service charge ( Absolute amount)
1	2	3	4	5=(3X4)	6	7=(6)* 32.76%	8
7	Ancillary Job pertaining to Cleaning of Aluminium/S.S. trays and S.S.trolleys:	50 sets	Rs..... /Set				
8	Ancillary Job pertaining to Production of Pouch Curd	650 Kgs	Rs..... /Kg.				
9	Ancillary Job pertaining to Production of Rabidi/ Khua:	60 Kgs	Rs..... /Kg.				
10	Loading & unloading	1.00 MT	Rs..... /MT				
11	Cleaning of plastic containers etc.	50 Pcs	Rs..... /Pc.				
12	Can Filling & Washing :	10 Cans	Rs..... /Can				

**Signature of Bidder  
Seal & Date**

Sl.No.	Item	Appx. Volume of work per day	Offered Rate		Analysis of Rate per Unit		
			Rate per Unit	Total Amount	Basic Cost Per Unit	Statutory contribution(*)	Service charge(Absolute Amount)
1	2	3	4	5=(3X4)	6	7=(6)* 32.76%	8
13	Crate washing (Manual) :	1400 Crates	Rs..... /Crate				
14	Cleaning of Plant premises/Building	32 Hours/day	Rs..... /Hour				
15	Engagement of Un-Skilled Labour on time rate (per hour / per head) as per needed at Plant.	120 Hours/Day	Rs..... /Hour				
	<b>TOTAL</b>						

**N.B: Detail description of works furnish in page: 14 – 16.**

**Signature of Bidder  
Seal & Date**

**N.B:**

- (1) The Bidders shall quote the rate of jobs considering the Minimum Wage applicable to an Un-skilled worker.
- (2) Selection of lowest bidder shall be decided considering the total value of all jobs taken together.
- (3) Two digits after decimal should be considered in the calculation sheet.
- (4) The contractor shall ensure deposit of all statutory dues as mentioned below, along with applicable GST and on production of deposit evidence, the dues of the contractor shall be released in the said regard.
- (5) Illustration for calculation of quoting rates furnish in page: 15

**BREAK UP OF STATUTORY CONTRIBUTIONS .**

Sl.No.	Particulars	Other	Percentage
1	P.F. Employer Contribution	-	13.00%
2.	E.S.I. Employer Contribution	-	3.25%
3.	Bonus	-	08.33%
4.	Leave Salary	18 days annual	5.66%
5.	N & F Holidays	08 days annual	02.52%
	<b>Total</b>		<b>32.76%</b>

**ESCALATION CLAUSE:-**

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

- i. If minimum wage increases within the contract period of engagement, the column value at (6) shall be increased accordingly.
- ii. On such increase, statutory contributions as applicable from time to time, the column value at (7) shall be changed and reimbursement on production of documents as proof of deposit.
- iii. There shall be no change in the service charge i.e. the column value at (8) remain constant during the contract period.
- iv. GST as applicable from time to time shall be released /paid on production of deposit evidence.

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

**Signature of Bidder  
Seal & Date**

**ILLUSTRATION FOR CALCULATION OF QUOTING RATES**

Sl. No.	Item	Appx. Volume of work per day	Offered Rate		Analysis of Rate per Unit		
			Rate per Unit	Total Amount	Basic Cost per Unit	Statutory contribution n(*)	Service charge (Absolute amount)
1	2	3	4	5=(3X4)	6	7=(6) *32.76%	8
1	Collection of Milk Pouches:	20000 Ltr.	Rs.88.37 /1000 ltrs.Milk	1767.40	65.81	21.56	1.00
2	Production & Packing of sterilized Flavoured Milk	1000 Bottles	Rs.1.74/ Bottle	1740.00	0.56	0.18	1.00
3	Production & packing of Pouch Curd (Pouch)	100 Kgs	Rs.1.47/ Kg.	147.00	0.35	0.12	1.00
4	Engagement of Un-Skilled Labour on time rate (per hour / per head)	100 Hours	Rs 36.87/ Hour	3687.00	27.02	8.85	1.00
	<b>TOTAL</b>			<b>7341.40</b>			

**N.B-i. Two digit after decimal should be considered in the calculation sheet.  
ii. Calculation has been made excluding GST**

**Signature of Bidder  
Seal & Date**



## **DETAIL DESCRIPTION OF WORK.**

### **01. Ancillary job pertaining to Collection of Milk Pouches:**

Collection of Milk packets from poly pack machine heads and sorting the same in the plastic crates of 10 ltr., capacity each, cutting of leaky packets during the course of production/market returns, transferring the crates on conveyor/ trolley to cold store. Stacking of milk pouch filled in crates in the cold store/ any other place as per the direction of Shift In-charge/authorized officials. Collection of pouch crates containing leaky packets at the despatch dock. Transferring the same to leaky cutting tank, restoring of good packets in the crate. Transferring of finish product in pouch crates to the dispatch dock from cold store / any other area is within the scope of the bidder.

### **02. Ancillary job pertaining to Preparation of sterilized Flavoured Milk:**

To bring milk from process section in clean cans and bringing other raw materials like sugar, milk powder, essence, sanitizer, packing materials etc. from store, preparing mix as per the instruction of the Shift In-charge/authorized Supervisor. Filtration, filling in the sanitized bottles of 200ml. capacity (rinsing bottles in sanitizer), crown corking putting those crates in sterilizer. After sterilization, removing the bottles from the sterilizer and transferring to dry store, after cooling of the bottles fixing of level and to be kept in cartoons. Cartoons are to be stacked properly inside the dry store. Cleaning of rejected bottles sorted out during production/from market returns, work site after completion of the job, transferring of cartoons to ground floor and loading in vehicle, transferring of cartoons from vehicle to godown and stacking properly.

### **03. Ancillary job pertaining to Paneer Production:**

Preparation of work place and equipment i.e. cleaning of place (from manufacturing to packing) before production, cleaning/sanitization of all required equipments, hoops, tanks vat etc., thoroughly. Transfer of all required raw material from store to the work place. All manufacturing steps of production of Paneer to be carried out i.e. heating of milk, coagulation, straining, hoping, pressing, putting blocks in chilled water, then removing blocks from chilled water and transferring them to cold store for drying in case of paneer production, then cutting the paneer into required size and shape, putting in pouches and vacuum packing and putting those sealed pouches in printed aluminium cover as applicable and then transferring those into cartoons, keeping them and transferring the cartoons to any of the place of cold store as assigned by the authorized Supervisor/representative.

### **04. Ancillary job pertaining to Chhenapoda Production:**

For production of chhena poda, all the manufacturing and packing steps are to be carried out i.e. chhena collection from whey, straining, mixing all ingredients in mixer, application of Ghee as depanning agent in the S.S. tray, filling in S.S. Tray, weighing of S.S. tray to the required quantity, baking by putting the S.S. trays into oven, transferring the baked S.S. trays to the cold store, bringing the S.S. trays to packing room, removing blocks from S.S. tray, cutting of Poda to the required size as per the requirement, putting those cut-pieces in pillow pouches & vacuum sealing the pouches, putting those vacuum sealed pouches in printed polystyrene outer cover, sealing them, putting them into cartoons, taping them and transferring the cartoons to the required cold store of place as assigned by the Dairy representative/authorized Supervisor.

Once the production and packing is completed, the equipments and work place are to be cleaned thoroughly as per direction of dairy staff (Supervisor), putting the materials in proper place, besides any other work.

### **05. Ancillary job pertaining to Production of Curd in cup (Making):**

Transfer of Raw Materials like Milk, SMP, Sugar etc., to the manufacturing point. Preparation of mix as per the direction of Supervisor. Filling of the mix in 80gm/200gm/400gm./desired size empty containers manually/through semi automatic curd filling machine. Placing the filled up cups in aluminium/S.S. trays & S.S. trolleys. Transfer of the trolleys to incubation room and product cold store I, II & III. Cleaning of vats, S.S. pipelines, containers, working place etc., after completion of the job.

Transfer of raw materials and packing materials from store to work site. Transfer of S.S. Trolleys filled in with curd from the product cold store I,II & III to the work site. Cleaning the outer surface of the cups. Placing the lids on the cups or sealing with aluminum foil and keeping it inside the cartoon of size 4kg/8kg/10kg./appropriate capacity and fixing of adhesive tapes on the cartoons. Transfer of the finished product cartoons inside the product cold store/dispatch cold store and dispatch dock.

**06. Ancillary job pertaining to Production of Lasi/Butter Milk:**

Transfer of Raw Materials like milk, sugar, culture, spices, SMP/extract, packing materials etc., from store to work site. Preparation of mix and spices/extracts, adding the same to the mix as per the direction of the Supervisor. Transfer of mix to milk cans of 40ltr capacity if required. Transfer of final mix to overhead tank and packing in pouches of 250ml by automatic pouch filling machine. Bagging & stitching of product and keeping it inside the cold store. Cutting of leaky packets, cleaning of vats, storage tank, over head tank and pouch filling machine with inter connected pipe lines, work sites as per the direction of the Supervisor.

**07. Ancillary job pertaining to Cleaning of Aluminium/S.S. trays and S.S. trolleys:**

Transfer of the used S.S. Trolleys and S.S./aluminum trays from the packing point. Cleaning of the same with detergents to be provided by the Dairy as per the direction of the Supervisor. After cleaning, the same should be transferred to Curd manufacturing point.

**08. Ancillary job pertaining to Production of Pouch Curd:**

Transfer of raw materials like milk, culture, SMP, packing materials etc. from store to work site, preparation of mix and adding SMP as per the direction of production supervisor. Transfer of mix to overhead tank and packing in pouches of 500ml/450ml by automatic pouch filling machine. Placing the pouches in plastic crates and transfer the same to incubation room and product cold store I,II & III. Cleaning of equipments, pouch crates, pipelines, pouch filling machine, overhead tank and work site after completion of the job.

Transfer of S.S Trolleys with filled up pouch curd packets from the product cold store to the work site. Cleaning outer surface of the pouch/segregation of leaky packets and placing the pouches inside 10 kg. capacity cartoons and fixing up adhesive tape on the same. Transfer of finished product cartoons inside the product cold store I, II & III in the plant premises. Cutting up leaky packets as per the direction of the Supervisor and cleaning of the work site after completion of the job. Transferring the finished product from cold store to dispatch dock.

**09. Ancillary job pertaining to Production of Rabidi:**

Transfer of raw materials & packing materials from store to production site. Cleaning of Khua pan with the detergent and sanitizer provided by the plant, taking milk inside the vat and concentration of milk to minimum **50%** of the volume taken. Addition of sugar as per the direction of the Supervisor and preparation of the finished Rabidi. The volume of Finished product should be 33% of volume of milk Filling the finished product in 100/80/50 gms./required size cups and arranging the same inside the cartoons after capping/ aluminum foil sealing. Cleaning of the work site after completion of the job.

**10.** Loading & unloading of finished / raw product like butter, ghee, lassi, sweet curd, plain curd, SFM bottles, Chenna poda & Paneer from production cold store to finished product go-down/cold store and outside the plant premises. Raw materials like SMP,Polly Roll, and Packing materials to Godown.

**11.** Cleaning of plastic containers & SFM bottles rejected during production/market, sanitization of the same, transfer to production store as per the direction of the supervisor. Cleaning materials shall be provided by the dairy.

**12. Can Filling & Washing :**

Filling of pasteurized whole milk/cream in 40 ltr cans, sealing of filled cans, loading the same in the trolley/vehicle. Unloading of the milk/cream cans from the trolley/vehicle at appropriate place, cleaning the empty cans with detergent provided by the Plant.

**13. Crate washing (Manual) :**

Cleaning of dirty crates on the dairy dock with brush and detergent to be provided by Plant. Rinsing of the cleaned crates with raw water & stacking the same on the dock near the P.P machines and cleaning of the work place after completion of the jobs.

**14. Cleaning of Plant Premises/Building as Scheduled below:**

<b><u>Sl. No.</u></b>	<b><u>Item</u></b>
01.	Cleaning /sweeping of floors of all the buildings inside the plant premises thrice daily.
02.	Cleaning of all furniture once a day.
03.	Cleaning of plant premises other than the building area twice a day.
04.	Cleaning of all toilets twice a day.
05.	Cleaning of hard park area twice a day.
06.	Cleaning of all equipments other than electrical items once a day.
07.	Cleaning of light fittings/fans twice a week.
08.	Cleaning of window glasses, ceilings and walls once in a week.
09.	Cleaning of all manhole chambers connected to effluent treatment plant once in a fortnight.
10.	Cleaning of surface drain twice in a day.
11.	Cleaning of soak pits once in a year. All required tools/tackles are to be provided by the bidder. Cleaning material like detergent, disinfectants shall be provided by plant.

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

## **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.

Full Signature of Bidder

Address for correspondence :

Place :

Date :

Telephone No.:

## **DRAFT AGREEMENT**

This Agreement is made on this day of -----

BETWEEN

The Odisha State Co-Op. Milk Producers' Federation Ltd., a society registered under the Co-Op. Societies Act.1962 having its registered and corporate office at D-2,Sahid Nagar, Bhubaneswar here in after referred to as "OMFED" (Which expression shall, unless repugnant to the context or meaning there of, include its successors in interest and assigns) of the one part.

AND

M/s .\_\_\_\_\_, referred to as "the CONTRACTOR" (which expression shall, unless repugnant to the context or meaning there of, include their success or in interest and assigns) of the OTHER PART.

Whereas OMFED, engaged in the business of production, processing and marketing of Milk, Milk products & Agri products has decided to engage labour on job contract and man-days basis through experienced contractors, having valid labour license, for carrying on its business at different places and published notice therefore in local news paper.

AND WHEREAS the CONTRACTOR, who is in the business of the said jobs and supplying labour for various jobs and having valid license for such purpose, has submitted his offer and negotiated the rates in pursuance of the notice to look after labour arrangement and deployment on job contract basis in OMFED.

AND WHERE AS in consideration of the offer of the CONTRACTOR and negotiation held, OMFED has decided to entrust the different works on job contract basis as indicated in the schedule, of its \_\_\_\_\_ unit to the CONTRACTOR on the terms and conditions here in after contained.

1. The agreement will be for a period of One year with effect from Dt.----- to Dt.----- and shall be renewed each year after successful completion of previous year, on the same or similar terms and conditions or such terms & conditions as may be mutually agreed upon.
2. The contractor shall look after Labour arrangement of the above said unit and provide labour as and when required, for execution of various types of job on contract basis as specified in the schedules (ORDER DOCUMENTS) annexed hereto.
3. The rates as indicated in the schedule, include minimum wages prescribed by the State Govt.,P.F. ,E.S.I.,GST, Bonus, Weekly off, National Holidays, Leave Salary, other Statutory dues and commission of the contractor, which shall be released/paid periodically to the CONTRACTOR by OMFED, if not mentioned otherwise in the schedule.
4. The payment shall be released by the Unit Head concerned of OMFED every month on submission of Bill/Supporting documents by the Contractor including the wage cards for the period. All statutory deposit shall be paid to the contractor on reimbursement basis on production of deposit evidence / proof of disbursement of payments.

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

5. The CONTRACTOR may seek pro-rata revision of rates mentioned herein except service charge in the event of revision of minimum wages by the Government of Odisha, Labour Department during agreement period and may claim differential payment therefore on acceptance of the proposal for such revision by OMFED, subject to compliance of direction, if any, to that effect. Besides statutory contribution and service tax, as applicable from time to time, shall be paid on production of documents towards payment of the same.
6. The CONTRACTOR shall have to make payment to the Labourers engaged in the presence of the authorized representative of OMFED or Unit Head concerned by the 7<sup>th</sup> day of the successive month as per statutory requirements whether payment for the respective period so paid or not to the contractor by OMFED. The payment to the Labour engaged by the CONTRACTOR should not fall short of minimum wages prescribed by the State Govt. & taken into consideration by OMFED.
7. The CONTRACTOR shall have to produce all the supporting documents and photocopies of the challans in respect of deposits towards PF, ESI, Service Tax and other statutory dues of the preceding month of the billing period for realization of payment in time as per the agreement. The Contractor shall ensure the deposit return before the PF Deptt. in time & to take responsibility to clear up outstanding dues if any, of the said period.
8. The CONTRACTOR shall ensure round the clock execution of jobs earmarked and assigned in time. The work assigned to Contractor 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 & engagement of outside labour, the same shall be recovered from the contractor from any amount payable to the contractor under the contract, as a debt payable by the contractor. If contractor fails to carry out the instruction as per contract, OMFED will deduct the sum as determined by Managing Director/Plant Manager as penalty from Contractor's Bill/Security deposit and shall terminate the contract on repetition of such default without any prior notice.
9. The CONTRACTOR shall comply with all the statutory requirements under various Acts and Rules as applicable to the establishment of OMFED, so also Contractor's Establishment pertaining to work entrusted to the Contractor and contract labourers engaged in the said job. In the event of non compliance to the statutory requirements like deposit of PF, ESI & GST, the payment shall be held up without any notice till necessary compliance is made by the Contractor. However, liability of OMFED, if any, on account of such non-compliance of statutory provision shall be chargeable to the account of the Contractor and shall be deducted from the pending bills of the Contractor.

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

10. The CONTRACTOR shall not be allowed to engage labourers to work more than the prescribed working hours i.e. Eight Hours per day or 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 OMFED or on its behalf by the Unit Head or Authorized Officer to carry out the overtime for a specified period of time.
11. In case of any accident, the compensation as levied upon by the Competent Authority under Employees 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.
12. That the CONTRACTOR is required to provide welfare and health facilities to the contract labours and must ensure that all the statutory obligations as per C.L. (R&A) Act, 1970 and Orissa Rules, 1975 and other Labour Acts and Rules applicable to the contract labourers are observed rigidly and for any irregular compliance or non-compliance of legal provision, he will be held solely responsible.
13. The contractor shall finalize the actual deployment of labour in the assigned job in different shifts on the basis of availability of jobs in consultation with the concerned Unit Head, OMFED or his Authorized Representative or such other authorized Officer. The OMFED shall not be responsible to provide any work to the labourers, if the Unit remains closed due to the reason beyond control.
14. The CONTRACTOR will also ensure that labour remain detached from the influence of local anti social elements and not to indulge in any political or union activities.
15. The CONTRACTOR should ensure deployment of personnel, free from any criminal background or any police case and furnish the names and antecedents of all the labours at the time of deployment. All the deployed labour should be providing with photo identity card and should have PF & ESI number which shall have to be recorded in the movement/placement order as well as in wage sheet.
16. The labour contractor shall have to furnish a list of labourers along with their weekly off after ascertaining the actual requirement of no. of labourers from the Unit Head of OMFED or Authorized Representative. The contractor will not have any claim or proportionate sharing of no. of labourers supply with other contractor engaged in the plant.

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

17. The CONTRACTOR shall make good the losses sustained by OMFED attributable to the negligence or as a result of theft/Pilferage committed by the labour engaged by him. In the event of theft or pilferage or un-towards incident, the mater shall be reported to the police immediately. The contractor shall regularly pursue the matter with police Authority in the event of any complaint or F.I.R. lodged with the police authority and report the status of the case to OMFED from time to time.
18. The Contractor shall ensure that labours provided by him shall maintain discipline inside the campus and shall not work under influence of alcohol or prohibited drugs and shall behave in a decent manner to OMFED staff, Officers and visitors as well.
19. The CONTRACTOR shall deposit Rs. **3,00,000.00 (Rupees Three lakhs only)** with OMFED / Respective Unit as interest free security deposit. If any loss arises due to negligence on the part of the contractor, OMFED shall deduct such amount from the security deposit of the CONTRACTOR.
20. The agreement is terminable with one month notice in writing from either side during the agreement period except as mentioned in Clause 8 of this Agreement. However, if Notice of Termination is given from the side of Contractor and OMFED fails to make any alternative arrangement during the notice period, Contractor shall continue to provide services as per the present terms of contract till OMFED makes such alternative arrangement, which shall not exceed three months, in any case.
21. The CONTRACTOR shall at his own expenses return/handover the possession of materials at its disposal to the concerned Unit Head of OMFED or Authorized Representative in a peaceful manner after termination of this agreement.
22. In the event of either party failing to act in accordance with the provisions of the agreement, the aggrieved party shall at the first instance try to settle the dispute mutually and amicably, failing such attempt, the same shall be referred to the Managing Director, OMFED by either party and decision of MANAGING DIRECTOR OMFED shall be final and binding on the parties and in no case will be subject to any judicial scrutiny.
23. In case of any dispute or differences pertaining to this agreement, the jurisdiction of Civil Courts at Bhubaneswar will apply since the present agreement is entered into between the parties at Bhubaneswar. Despite of the prescription under Clause 22 of this Agreement, if any party has any grievance, it will be under the territorial jurisdiction of appropriate Court at Bhubaneswar.

**IN WITNESS WHERE OF** the parties have executed this presents on the day, month and year first above written.

**For & on behalf of the Contractor.**

**For & on behalf of OMFED**

Authorized Signatory of the Contractor  
(With Seal)

Authorized representative of the Odisha State  
Co-Op. Milk Producers' Federation Ltd. D-2,  
Sahid Nagar, Bhubaneswar -751007. (With Seal)s

Signature in presence of

01.

01.

02.

02.

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