



**THE ODISHA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD.**

**(OMFED), D-2, SAHIDNAGAR, BHUBANESAR-751007**

**Ph.No.(0674)2540273/2546030/2540417/2546121**

## **TENDER DOCUMENT**

**FOR**

**ENGAGEMENT OF LABOUR CONTRACTOR FOR UNDERTAKING WORKS  
ON JOB CONTRACT & MANDAYS BASIS**

**AT**

**ANGUL DAIRY, PANCHAMAHALA, KARADAGADIA, ANGUL-759132**

Date of Commencement for Sale of Tender Papers	<b>24.06.2020 (10.00 AM to 4.00 P.M)</b>
Last Date & Time for Sale of Tender Papers	<b>08.07.2020 (Up to 1.00 P.M)</b>
Last Date & Time for receipt of Tender (Technical Bid and Price bid in separate sealed covers)	<b>08.07.2020 (Up to 2.00 P.M)</b>
Date and time of opening of Tender (Technical Bid)	<b>08.07.2020 (AT 3.00 P.M)</b>
Date and Time of opening of Tender (Financial Bid)	<b>15.07.2020 (AT 3.00 P.M)</b>

RECEIPT OF TENDER PAPERS :

PLACE OF OPENING OF TENDER :

ADDRESS FOR COMMUNICATION:

**THE ODISHA STATE CO-OPERATIVE  
MILK PRODUCERS' FEDERATION  
LTD. (OMFED), D-2, SAHIDNAGAR,  
BHUBANESAR-751007**

Signature of Bidder  
Date.....  
Place.....

**THE ODISHA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD.**

**D/2, SAHID NAGAR, BHUBANESWAR – 751 007**

**Phone. No. (0675) 2540273 / 2546030/ 2540417 / 2546121**

**TENDER NOTICE FOR ENGAGEMENT OF LABOUR CONTRACTOR  
AT: ANGUL DAIRY**

Sealed tenders are invited from registered and experienced Labour Contractors for engagement to perform different works on job contract & mandays basis at OMFED Angul Dairy, Panchamahala, Karadagadia, Angul, Pin:-759132. Filled in tenders shall be accepted up to **1400 Hours dtd. 08.07.2020 & shall be opened on the same day at 1500 Hours.** For details, please visit our website [www.omfed.com](http://www.omfed.com). Interested bidders may visit OMFED website for further addendum, corrigendum etc, if any for any from time to time, as they will appear only on the official website and not any other media including news paper.

**Plant Manager  
Angul Dairy**

Signature of Bidder  
Date.....  
Place.....



**THE ODISHA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD.  
D/2, SAHID NAGAR, BHUBANESWAR – 751 007**

**TENDER DOCUMENT**

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

- a) Available of Tender Document :-OMFED Corporate Office, D-2, Sahid Nagar, Bhubaneswar on payment of Rs.1120/- including 12% GST only in cash on working days upto **1300 hrs** of **08.07.2020**. 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.
- b) Last Date, Time & Place of submission of Tender Document :- **08.07.2020, 1400 Hours** at OMFED Corporate Office, D-2 Sahid Nagar, Bhubaneswar
- c) Date and time for opening of Tender: (i) Technical Bid:- **08.07.2020, 1500 Hours**  
(ii) Financial Bid of eligible Bidders: - **15.07.2020, 1500 Hours**
- d) Contract period :- **03 years**  
(Renewable after each year of contract period, subject to satisfactory performance)
- e) Likely date / month of Commencement of Contract : **1<sup>st</sup> Aug, 2020**

**Notes:-**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  
Date.....  
Place.....

## **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 Organization.
  - 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 should be Rs. 20 (Twenty) Lakhs per annum for the Last year & the audited statement should be submitted.
4. The account of the Firm should have audited balance sheet for consecutive 03 years i.e. for the year **2016-17, 2017-18 & 2018-19.**
5. The Firm /Agency should have updated IT Returns for the year **2016-17, 2017-18 & 2018-19.**

Signature of Bidder  
Date.....  
Place.....

## **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 & mandays basis at OMFED Angul Dairy, Angul (having milk processing of 13000 to 16000 liters and production of milk products per day.)

1. All the quantity/volume of works stated in tender paper is 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, Service Tax & commission (service charges) to the contractor etc.
3. The Contractor will be liable to comply with all the statutory requirements under various Acts & Rules framed there under.
4. The tender document should be signed by the authorized signatory with name & seal of the firm at the bottom of all pages. 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.
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 be 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.2,00,000 (Rupees Two Lakh Only)** 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.

Signature of Bidder  
Date.....  
Place.....

12. The Contractor shall provide Identity Card, Employment card and Wage slip 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. 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.
14. Credential/Certificates in support or experience to be furnished with the offer.
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.20, 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**’ & ‘**Financial Bid**’. The above two sealed Bids should be submitted in a third sealed **cover superscripting “TENDER FOR ENGAGEMENT OF LABOUR CONTRACTOR AT OMFED ANGUL DAIRY”** due on **08.07.2020**.
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 08.07.2020**. 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. **08.07.2020** at **OMFED Corporate Office, D-2 Sahid Nagar, Bhubaneswar-751007** in presence of interested tenderers / 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 **1500 Hours** dtd. **15.07.2020** at **OMFED Corporate Office, D-2 Sahid Nagar, Bhubaneswar-751007** in the presence of the 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 of finalization of order.
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.

Signature of Bidder  
Date.....  
Place.....

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. An Agreement shall be signed with the successful bidder as per specimen enclosed. Counter terms and conditions will not be accepted.
28. Contractors / Agencies having “unsatisfactory Performance” track record will not be allowed to participate in the tender or the said tender will be rejected by Omfed.
29. The Labour Contractor has to execute an Agreement if so selected after successful bidding and the stipulations made herein shall form part and parcel of the said Agreement if not specifically indicated there in.

**30. 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 at same amount i.e. of agency charges shall be on old rate.

**31. 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 Labourer by 7<sup>th</sup> day of every succeeding month and Angul Dairy will release the payment within 5 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 Angul 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.

32. All the workman engaged by the Labour Contractor have been signed in the factory gate in the presence of security personnel during in time and out time.

**33. 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.

**34. Disputes:**

i) The Federation and the bidder shall make every effort to resolve any dispute/disagreement in connection with the bid amicably by direct negotiation. However, the decision of Managing Director, OMFED will be final & binding in case the disagreement or dispute if not resolved by mutual negotiation.

ii) Legal dispute if any pertaining to this tender, shall be subject to the jurisdiction of Civil Court at Bhubaneswar.

Signature of Bidder  
Date.....  
Place.....

**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.20, 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)** Photo copy of Valid EPF Code No. & ESI Code No.(wherever applicable) if the said area comes under Notified Area.
- vi)** GST No.
- vii)** Income Tax Pan No. & latest update IT Return. (FY 2018-19)
- vi)** Experience certificate, if any, for engagement of workers in reputed organization in Odisha for last two years.
- vii)** Other statutory requirement as per prevailing law.
- viii)** Proof of Audited Balance Sheet for consecutive 3 years shall be furnished. (FY 2016-17, 2017-18 & 2018-19 )
- ix)** Company/Firm registration certificate.

Signature of Bidder  
Date.....  
Place.....



**APPLICATION – TECHNICAL BID**  
**FOR ENGAGEMENT OF LABOUR CONTRACTOR TOWARDS WORKS ON JOB**  
**CONTRACT AT ANGUL 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 :DD 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

Name & telephone no. of authorised Officer  
/ person to liaise with Unit(s)

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  
attested photo copy to be enclosed)

Signature of Bidder  
Date.....  
Place.....

10. PAN & GST No. : \_\_\_\_\_  
 (Attach attested copy)
11. Labour contract license No. : \_\_\_\_\_  
 (Attach attested copy)
12. E.P.F Registration No. : \_\_\_\_\_  
 (Attach attested copy)
13. E.S.I Registration No. : \_\_\_\_\_  
 (Attach attested copy)
14. Financial turnover of the tendering **Contractor** for the last 3 Financial Years.

<b>Financial Year</b>	<b>Business Turnover Amount (RS. Lacs)</b>	<b>Profit/Loss</b>	<b>Remarks, if any</b>
<b>2016-17</b>			
<b>2017-18</b>			
<b>2018-19</b>			

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

Name :

Seal :

Date:

Place:

Signature of Bidder  
 Date.....  
 Place.....

**DECLARATION**

1. I, Sri/Smt. \_\_\_\_\_ Son / Daughter/Wife of Sri/Smt. \_\_\_\_\_  
Proprietor/Director/authorized signatory of M/s. \_\_\_\_\_, mentioned above, am  
Competent to sign this declaration and execute this tender document

1. I have carefully read and understood all the terms and conditions of the tender and undertake to abide  
by them;

2. 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.

**Name:**

**Seal :**

**Date :**

**Place:**

Signature of Bidder  
Date.....  
Place.....

**APPLICATION – FINANCIAL BID**  
**(To be filled up and submitted for works on job contract basis)**  
**Jobs to be carried out at Angul Dairy**

<b>Offered Rate</b>	<b>Analysis of unit Rate</b>
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SL.N o	Item	Appx. Volume of work per day	Rate/Unit	Total Amount	Basic Rate per Unit	Statutory Contribution (*)	Service Charges (Absolute Amount)
1	2	3	4	5=(3X4)	6	7=(6)* <b>32.76%</b>	8
1	Ancillary Job pertaining to Collection of Milk Pouches, Production, Storage & Despatch of Milk Pouches	13000 Ltr	Rs.----- /1000Ltr of milk Despatch				
2	Ancillary pertaining to Preparation Sterilized Flavored Milk (SFM)	200 Bottles	Rs.----- /Bottle				
3	Ancillary pertaining to Paneer Production & Packing:	300 Kgs	Rs.----- /Kg				
4	Ancillary job pertaining to Production & Packing of Plain Curd in cup (200gm/400 gm,100 gm)-150kg	150 Kgs	Rs.----- /Kg				
5	Ancillary job pertaining to Production & Packing of Sweet Curd in cup (80gms.)-100kg	100 Kgs	Rs.----- /Kg				
6	Ancillary Job pertaining to Production of Lassi (Seasonal)	1000 pouches	Rs.----- /Pouch				
7	Ancillary Job pertaining to Production of /Butter Milk (Seasonal)	2000 pouches	Rs.----- /Pouch				
8	Ancillary Job pertaining to Cleaning of Aluminum /S.S trays and S.S trolleys:	50 sets	Rs.----- /Set				
9	Ancillary Job pertaining to Production & Packing of Pouch Curd	1500 KG	Rs.----- /Kg				

Signature of Bidder  
Date.....  
Place.....

10	Ancillary Job pertaining to Production & Packing of Rabidi:	30 KG	Rs-----/Kg				
11	Loading & Unloading	02 MT	Rs...../MT				
12	Crate Washing (Manual)	1500 Crates	Rs...../Crate				
13	Ancillary Job pertaining to Production & packaging of Ghee	50 KG	Rs...../Kg				
14	Cleaning of plant Premises/Building	24 Hour/ Day	Rs...../Hr				
15	Engagement of Un- Skilled Labour on time rate (per hour / per head)	16 Hour/Day	Rs...../Hr				
16	Engagement of Semi-Skilled Labour on time rate (per hour/per head)	0 Hour/Day	Rs...../Hr				
17	Engagement of Skilled Labour on time rate(per hour/per head)	0 Hour/Day	Rs...../Hr				
18	Engagement of High Skilled Labour on time rate (per hour/per head)	0 Hour/Day	Rs...../Hr				
	TOTAL						

**N.B:**

- (1) **The Bidders shall quote the rate of jobs from Sl. No. 1 to 13 considering the Minimum Wages applicable to Un-skilled worker. Rest jobs i.e Sl. No. 14 to 18 according to the Skill.**
- (2) **Selection of lowest bidder shall be decided considering the total value of all jobs taken together.**
- (3) **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.**

Signature of Bidder  
Date.....  
Place.....

**BREAK UP OF STATUTORY CONTRIBUTIONS.**

<b>Sl.No.</b>	<b>Particulars</b>	<b>Other</b>	<b>Percentage</b>
1	P.F. Employer Contribution	-	13.00%
2.	E.S.I. Employer Contribution	-	03.25%
3.	Bonus	-	08.33%
4.	Leave Salary	18 days annual	05.66%
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.

N.B: Quantities of milk & milk products shall be decided by the plant Manager as per the requirement form time To time.

**NB: The contractor shall ensure deposit of all statutory dues as mentioned below, along with GST and on production of deposit evidence, the dues of the contractor shall be released in the said regard.**

Signature of Bidder  
Date.....  
Place.....

**ILLUSTRATION FOR CALCULATION OF QUOTING RATES**

<b>Offered Rate</b>	<b>Analysis of unit Rate</b>
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Sl. No	Examples	Appx. Volume of work per day	Rate/Unit	Total Amount	Basic Rate per Unit	Statutory Contribution (*)	Service Charges
<b>1</b>	<b>2</b>	<b>3</b>	<b>4=(6+7+8)</b>	<b>5</b>	<b>6</b>	<b>7=(6)* 32.76%</b>	<b>8</b>
Ex-1	Ancillary Job pertaining to Collection of Milk Pouches	13000 Ltr	<b>Rs 110.02/ 1000 ltr of milk despatch</b>	<b>Rs 1430.26</b>	<b>79.71</b>	<b>26.11</b>	<b>4.2</b>
Ex-2	Ancillary job pertaining Preparation sterilized Flavoured Milk	200 Bottles	<b>Rs 1.73/ Bottle</b>	<b>Rs 346.00</b>	<b>0.55</b>	<b>0.18</b>	<b>1.00</b>
Ex-3	Engagement of Un-Skilled Labour on time rate (per hour / per head)	40 Hour/ Day	<b>Rs 50.45/ Hr</b>	<b>Rs 2018.00</b>	<b>37.25</b>	<b>12.20</b>	<b>1.00</b>

Signature of Bidder  
Date.....  
Place.....

**DETAIL DESCRIPTION OF WORKS AT ANGUL DAIRY**  
**UNDER JOB SCHEDULE**

**SCHEDULE-A**

**(A) POLY PACK SECTION:**

Ancillary job pertaining to Production, Storage & despatch of Milk Pouches:

- Prior to operation, the poly pack machine (inside & outside), pipelines, valves, overhead tank etc. are to be cleaned properly.
- Plastic crates are required to be washed & cleaned properly before starting of the production. If these are found un-cleaned/dirty even after washing, then no payment on this job shall be released.
- Collection of all required raw materials. Crates & packing materials from store/ anywhere in the plant premises/stored at different sub stores to work place.
- Collection of Milk pouches from the poly pack machines heads and sorting the same in the properly washed and cleaned plastic crates of 10 ltrs. Capacity each.
- Transfer of leaky pouches, short weight, excess weight, market returned damaged pouches, not printed/coded pouches etc. to the leaky cutting point and cutting of such pouches, segregation of good pouches and storage of good pouches in cold store. This process shall continue till each of the production despatch in "A", "B" & "C" shift.
- Transfer of milk pouch filled crates through the conveyer/crate trolley to the cold store and stacking properly.
- Transfer of milk pouches in crate from cold store on FIFO basis to despatch dock.
- Milk pouches in crates not delivered and available at dock should be transferred to leaky points in a continuous manner.
- Segregating of good pouches if available should be washed in chilled water, stacking in clean crates and to be stored in cold store. Cleaning of work place, cold store, dock and nearby leaky tank before transfer of milk at the beginning of work and after completion of the job.
- Required manpower should be provided for assisting Plant Operator(s) starting from receipt of milk from Silo to till despatch covering all poly pack section.
- Whenever any crate(s) required manual cleaning due to excess dirty and not possible to clean by crate washing machine, cleaning of such dirty crates after separation from clean crates on the dairy dock will be taken up manually 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. All such cleaning activities to be carried out by the instruction of supervising staff available at the dock.

**(B) PRODUCTION SECTION:**

Following products will be produced either regularly or occasionally as per requirement/day.

- Plain Curd: In Cups (400g.200g.100g)(Approx: 150Kgs/day) in cartons.
- Sweet Curd: In cups of different size and packed in carton(Approx 100- Kgs./day)
- Lassi: In pouches and to be bagged (Approx.1000/pouches/day) 50 pkts/bag.
- BMS: In pouches and to be bagged (Approx-2000 pouches/day) 50 pkts/bag).
- WMC: In pouches and to be packed in crates/cartons(Approx.3000 pouches/day)
- Rabidi: In cups and to be packed in cartons( Approx-30 Kgs/day)
- Paneer: In vacuum packing/machine packing packing board packets & cantoning (Approx- 300 Kgs./day).
- SFM:- In 200 ml. Bottles & cartons (Approx: 200 bottles/day)
- Ghee: In different Jar/Tin and packed in Cartons/ (Approx.50 Kgs/day)

**Approximate quantity may vary from season to season**

Signature of Bidder  
Date.....  
Place.....



**Details job description of individual milk products.**

**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 through conveyor 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 finished 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 Flavored Milk:**

To bring milk from process section in clean cans and bringing other raw materials like sugar, milk powder, essence, sanitizer 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 & Packing:**

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 aluminum 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. After production & Packing, the work place and equipments, utensils to be cleaned properly and the materials to be kept in proper place.

**04 &05. Ancillary job pertaining to Production of Plain Curd & Sweet Curd in cup (Making & Packing):**

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 aluminum/ S.S. trays & S.S. trolleys. Transfer of the trolleys to incubation room and after proper incubation to product cold store. Cleaning of vats, S.S. pipelines, containers, working place etc., after completion of the job. Transfer of S.S. Trolleys filled in with curd from the product cold store to the work site. Cleaning the outer surface of the cups. Placing the lids on the cups 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 to the product cold store/dispatch cold store. Cleaning of all equipments, pipelines, filling machine, overhead tank, cold store and work site after completion of the job and keeping the unused cartons & other materials in proper place.

**06. & 07 Ancillary job pertaining to Production of Lasi/Butter Milk:**

Transfer of Raw Materials like milk, sugar, culture, spices, SMP/extract etc., to work site. Preparation of mix adding required spices/extracts 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. Putting exactly 50 pouches in bags or as instructed by Section in Charge & stitching of bags, keeping the bags inside the cold store/dispatch store. Cutting of leaky packets till the stock is exhausted,

Signature of Bidder  
Date.....  
Place.....

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.

**08.Ancillary job pertaining to Cleaning of Aluminum/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.

**09.Ancillary job pertaining to Production of Pouch Curd (Making & Packing):**

Transfer of raw materials like milk, culture, SMP 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 cleaned plastic crates and transfer the same to incubation room and after curd setting to product cold store.

Cleaning of outer surface of the pouch/segregation of leaky packets and placing exactly 20 pouches in the crates. Cleaning of equipments, pouch crates, pipelines, pouch filling machine, overhead tank and work site after completion of the job.

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

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. Cleaning of the work site after completion of the job.

**11. Loading & Unloading:**

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.

Signature of Bidder  
Date.....  
Place.....

## **12. 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.

## **13. Ancillary job pertaining to Ghee Production and Packing:**

Collection of raw materials like, white butter/cream from processing area or from cold store and also the packing materials from store/anywhere in the plant premises to the work site. Print the packing materials as per the instruction of Supervisor. Preparation of Ghee from White Butter/Cream including blending by putting tin ghee, filtration, transfer for settling tank, brining ghee after preparation in Can/tin/barrel to ghee jar/tin packing room. Preparation of ins/jars of 200 ml/500ml, 1 ltr./5 ltrs/15 ltrs.tin or any other size. Filling with required quantity of Ghee as required for packaging in sealing machines. Putting the pack in cartons, sealing of cartons with gum tape (Bopp) and strapping tape, stacking of cartons in proper places, cleaning of ghee production utensils and packing area, arranging unused packing materials properly. Transfer of ghee cartons/tins to store/transfer to other units for sale or transfer. Cleaning of all equipments, pipelines, filling machine, Ghee tanks etc. and work site after completion of the job and keeping the unused cartons and other materials in proper place.

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

<b>Sl. No.</b>	<b>Item</b>
I.	Cleaning /sweeping of floors of all the buildings inside the plant premises thrice daily.
II.	Cleaning of all furniture once a day.
III.	Cleaning of plant premises other than the building area twice a day.
IV.	Cleaning of all toilets twice a day.
V.	Cleaning of hard park area twice a day.
VI.	Cleaning of all equipments other than electrical items once a day.
VII.	Cleaning of light fittings/fans twice a week.
VIII.	Cleaning of window glasses, ceilings and walls once in a week.
IX.	Cleaning of all manhole chambers connected to effluent treatment plant once in a fortnight.
X.	Cleaning of surface drain twice in a day.
XI.	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.

## **15. Miscellaneous jobs as per requirement of the Plant.**

Signature of Bidder  
Date.....  
Place.....

**DECLARATION**

I/We do hereby declare that I/We have gone through the above mentioned terms & conditions and agree to accept the same for submission of the tender & execution of the work in all respect.

Full Signature of Bidder

Address for correspondence:

Place:

Date :

Telephone No.:

Signature of Bidder  
Date.....  
Place.....

## **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. **2,00,000.00 (Rupees Two 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  
State (With Seal)  
D-2,

Authorized representative of the Odisha  
Co-Op. Milk Producers' Federation Ltd.

Sahid Nagar, Bhubaneswar -751007. (With Seal)

Signature in presence of

01.

01.

02.

02.