

**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 BASIS FOR POLYPACKING OF MILK  
AT  
BHUBANESWAR DAIRY, CHANDRASEKHARPUR,  
BHUBANESWAR.**

Date of Commencement for Sale of Tender Papers	<b>24.07.2020 (10.00 AM to 4.00 P.M)</b>
Last Date & Time for Sale of Tender Papers	<b>07.08.2020(Upto 12.00 Noon)</b>
Last Date & Time for receipt of Tender (Technical Bid and Price bid in separate sealed covers)	<b>07.08.2020(Upto 2.00 P.M)</b>
Date and time of opening of Tender (Technical Bid)	<b>07.08.2020(AT 3.00 P.M)</b>
Date and Time of opening of Tender (Price Bid)	<b>14.08.2020(AT 4.00 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

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

**TENDER NOTICE FOR ENGAGEMENT OF LABOUR CONTRACTOR  
AT BHUBANESWAR DAIRY, OMFED**

Sealed tenders are invited from registered and experienced Labour Contractors for engagement as Labour Contractor to perform work on Job Contract Basis for polypacking of milk at Omfed Bhubaneswar Dairy, Bhubaneswar for a period of one year initially may be renewed after successful completion of one year if required. Filled in tenders shall be accepted **from 24.07.2020 10 AM to 4.00 PM on working days, up to 1400 Hours dtd. 07.08.2020 & the Technical Bid shall be opened on the same day at 1500 Hours and the Financial Bid shall be opened on 14.08.2020 at 4.00 P.M.** 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 as it will appear only in the official website and not in any other media including news paper.

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

**General Manager,  
Bhubnaeswar Dairy**

Signature of the Bidder  
Name:  
Seal & Date:

**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 Bhubaneswar Dairy, Omfed.

- A. Availability of Tender Document - The tender document will be available at Omfed Corporate Office, D-2, Sahidnagar, and Bhubaneswar on payment of Rs.1120/- including 12% GST in cash/demand draft on working days up to **12 noon of 07.08.2020 and shall be accepted up to 1400 hrs of 07.08.2020**. This can also be downloaded from website “www.omfed.com”. A separate Demand Draft of Rs.1120/- should be submitted by the Tenderer in case of downloaded tender documents.
- B. Date and time of submission of up Tender Document - From **24.07.2020 10 AM to 4.00 P.M** on working days to **07.08.2020, 1400 Hours**
- C. Date and time for opening of Tender :
- (i) Technical Bids - **07.08.2020, 1500 Hours**
- (ii) Financial Bids of eligible Bidders - **14.08.2020, 1600 Hours**
- D. Contract period - 01 year. (The contract shall be renewed after successful completion of one year if required.)
- E. Likely date / month of Commencement of Contract - **01.09.2020**
- F. 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 at any stage without assigning any reason thereof.

Signature of the Bidder  
Name:  
Seal & Date:

## **ELIGIBILITY CRITERIA OF BIDDER**

- 1) The Company /Firm/Agency should be registered with the appropriate Registration Authority.
- 2) The Firm / Agency should be registered under the following appropriate authority.
  - a) Labour license from Labour Officer under Contract Labour (Regulation & Abolition) Act, 1970.
  - b) Employees Provident Fund Organization.
  - c) Employees State Insurance Corporation.
  - d) Income Tax
  - e) Goods & Services Tax
- 3) They should have their own Bank Account.( In the name of the Firm / Agency)
- 4) The Firm / Agency must be financially sound. The **minimum turnover of Rs. 50,00,000( Rupees Fifty Lakhs per annum)** for the last three years as per Audited Statement of Accounts.
- 5) The bidder should submit audited financial statement of his firm for consecutive 3 years i.e. for the year 2016-17, 2017-18 and 2018-19.
- 6) The Firm/Agency should submit updated IT Return for the financial years 2018-19.
- 7) The Firm / Agency must have at least 3 years of experience for engagement of workers in reputed organization of Odisha /other State.
- 8) The bidder should not be blacklisted at any time by any Organization. An undertaking to this effect should be provided.
- 9) The contractor has to provide Supervisor in each shift for proper functioning of work at Bhubaneswar Dairy.
- 10) The bidder should not have unsatisfactory performance track record in Omfed.

Signature of the Bidder

Name:

Seal & Date:

### **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 Bhubaneswar Dairy, Omfed, Chandrasekharapur, Bhubaneswar (having milk processing capacity of more than 1.5 lakh ltrs./day and production of milk products)

1. All the quantity /volume of works 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, Holiday wage, Annual Leave with wages, GST & 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.
5. Jobs have to be carried out strictly as per instruction of Plant Authority/his representative.
6. Jobs have to be completed within the schedule time maintaining proper cleanliness.
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. Payment will be deducted if packing material loss is more than the prescribed norms.
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. Periodical 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. The Labourers so engaged should not have any criminal background or having any police case against him if detected after words the Contractor have to withdraw the Labourer immediately.
11. Successful bidder will be communicated to deposit interest free **Security Deposit** of **Rs.5,00,000 Lakh (Rupees Five Lakhs )** only within seven working days of such communication. If the bidder fails to deposit the Security Deposit within 7 working days, OMFED reserves the right to reject his bid unless the date 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 date 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.
12. All required materials, to execute the job, shall be supplied by the Plant except tools and tackles.

Signature of the Bidder

Name:

Seal & Date:

13. The Contractor shall provide Identity Card and Wage Card to each worker at his cost as required under the Contract Labour (Regulation & Abolition) Act, 1970 read with Orissa Rules under the said Act. The wage card of all workers should be submitted by the Contractor along with Monthly Bill.
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 compiled on monthly basis and respective evidence to be furnished with the Plant Authority for record. The contractor shall display the list of workers with wage payment details every month for information of all concerned.
15. Credential/Certificates in support of experience to be furnished with the offer.
16. Agency /Contractor engaged for providing required service and black listed by Omfed or any other Organisation due to reasons whatever shall not be eligible to participate in the Tender.
17. If a firm quotes “NIL” charges/consideration, the bid shall be treated as unresponsive and will not be considered.
18. Offer without **EMD** of **Rs. 50,000/-** in shape of Demand Draft in favour of OMFED payable at Bhubaneswar will not be taken into consideration.
19. The Technical Bid and Financial Bid shall be submitted in two separate sealed cover super scribing ‘Technical’ & ‘Financial’ respectively. The above two sealed Bids should be submitted in a sealed cover superscribing “TENDER FOR ENGAGEMENT OF LABOUR CONTRACTOR AT OMFED BHUBANESWAR DAIRY” **due on 07.08.2020**
20. Tenders filled in all respect must be sent by Regd. Post/Courier/Person to reach Omfed, D-2, Sahidnagar, Bhubaneswar-751007 on or before **02:00 PM dtd. 07.08.2020**. 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.
21. The tenders will be opened by a Committee at **03:00 PM dtd. 07.08.2020**. at Omfed’s Conference Hall, D-2, Sahidnagar, Bhubaneswar-751007 in presence of interested tenderers/their authorized representatives.
22. The Financial Bid of only those tenderers will be opened, whose Technical Bids are found in order. The Financial bids shall be opened at **04:00 PM dtd. 14.08.2020** in the Conference Hall of Omfed, D/2, Sahidnagar, Bhubaneswar, in the presence of the tenderers/ their authorized representatives, if any, who wish to be present on the spot at that time.
23. 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.
24. If any Bidder is awarded with the work, but does not carry out the work, his Security Deposit/EMD shall be forfeited.
25. If the tenderer does not submit statutory documents to the satisfaction of the management as stipulated above, Competent Authority shall reserves the right to reject the tender outrightly at the time of opening of tender.

Signature of the Bidder

Name:

Seal & Date:

26. The Omfed Management is at liberty to relax the eligible criteria if feel necessary considering the nature of work.
27. An Agreement shall be signed with the successful bidder as per specimen enclosed.
28. Counter terms and conditions will not be accepted.

**29. 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 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. the agency charges shall be on old rate.

30. Defaulter in earlier execution of Work /Non submission of statutory dues/ supply of Labourer to Omfed or Black listed by Omfed or anywhere in the country are not allowed to participate in the Tender.

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

**32. Payment:**

Monthly Bill along with proof of payment and other documents as stated below has to be raised by the Contractor after Payment of monthly Wages to the Labourer after deducting EPF deduction from the Labourer by 7<sup>th</sup> day of the every succeeding month and Bhubaneswar Dairy will release the Payment within 5 days of receipt of Bill.

- i. Attendance Sheet & wage card for the month.
- ii. Last month EPF deposit ECR & ESI deposit Slip with list of employees as proof of deduction & Deposit.
- iii. Last month GSTR-1 copy.
- iv. Self declaration by the Contractor that rest of the dues like bonus, leave salary and N & F holiday Payment is paid in time.

The contractor payment shall be released after withholding/deducting statutory payment i.e. Employer EPF & ESI Contribution, Bonus, Leave Salary & N&F Holiday payment. Employer EPF & ESI Contribution and GST shall be paid by Bhubaneswar Dairy after deposit made 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 labourer engaged and on submission of claim in this regards with proof of all documents/payment.

Signature of the Bidder

Name:

Seal & Date:

**33. 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 the Managing Director, OMFED will be final & binding in case of 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.

**36. 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 with specified distance from dairy plant. Premium payable for renewal should not exceed more than the employers contribution of ESI.

**37.** All the Workman engaged by the Labour Contractor have been signed in the Factory gate in the presence of Security personnel during in and out time.

**38.** If any time the contractor feels to set aside the agreement he can do so by giving two month clear notice or if the matter which is against the interest of the Federation he can be set aside from agreement by giving two month clear notice.

Signature of the Bidder

Name:

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 or Demand Draft of **Rs.1120/-** towards the cost of Tender Form.
- iii) **EMD of Rs. 50,000/-** in shape of Demand Draft in favour of OMFED, 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.(wherever applicable) if the said area comes under Notified Area.
  - b) GST No.
  - c) Income Tax Pan No. & latest update IT Return.
- vi) Experience certificates, if any, for engagement of workers in reputed organizations in Odisha.
- vii) Other statutory requirement as per prevailing law.
- viii) Proof of Audited Balance Sheet/TDS Certificate for last three consecutive years.
- ix ) Copy of Monthly ECR for EPF & ESI deposit slip for the month of March 2020.

Signature of the Bidder

Name:

Seal & Date:

**APPLICATION – TECHNICAL BID**  
**FOR ENGAGEMENT OF LABOUR CONTRACTOR TOWARDS WORKS ON JOB CONTRACT**  
**AT**  
**BHUBANESWAR 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 : \_\_\_\_\_
7. Name & telephone no. of Authorised 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 the Bidder  
Name:  
Seal & Date:

10. PAN / GIR No. : \_\_\_\_\_  
(Attach attested copy)
11. GST Registration 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>Amount (Rs. Lacs)</b>	<b>Remarks, if any</b>
2016-17		
2017-18		
2018-19		

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

Date:

Place:

Signature of the Bidder

Name:

Seal & Date:

**DECLARATION**

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

Signature of Bidder

Name:

Seal :

Date:

Place:

Signature of the Bidder

Name:

Seal & Date:

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

**SCHEDULE**

**Jobs to be carried out in Polypack Section at Bhubaneswar Dairy**

Sl. No	Item	Approximate Volume of work/day	Offered Rate		Analysis of Unit Rate			
			Rate/Unit	Total Amount	Basic Rate/unit	Statutory contribution (32.76*)	Service charge (Absolute amount)	GST (18*)
1	2	3	4	5=(3X4)	6	7=(6)*32.76%	8	9=(6+7+8)*18%

<b>Polypack Section:</b>								
1.	Ancillary job pertaining to Production, machine maintenance, Storage, dispatch of Milk Pouches and cleaning of crates	1.5 Lac Ltr. Or 15,000 crates	Rs...../ 1000 ltrs. Milk despatched					<b>No GST</b>

**Note: The above quantity may be increased/ decreased as per the market demand.**

Signature of the Bidder  
Name:  
Seal & Date:

**N.B:**

- (1) The Bidders shall quote the rate of jobs considering the Minimum Wage applicable to an Unskilled worker.
- (2) 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.
- (3) Illustration for calculation of quoting rates furnish in page: 14

**BREAK UP OF STATUTORY CONTRIBUTIONS**

Sl. No.	Particulars	Other	Percentage
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	5.66%
5	N & F Holidays	08 days annual	02.52 %
	<b>Total</b>		<b>32.76%</b>

**ESCALATION CLAUSE:-**

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

- i. If minimum wages increase within the contract period of engagement, the column value at (6) shall be increased accordingly.
- ii. On such increase, Statutory contributions and GST as applicable from time to time, shall stands revised automatically and be paid at the revised rate on production of documents as proof of deposit .
- iii. There shall be no change in the service/agency charge i.e. the column value at (8) remain constant during the contract period.

N.B: Quantity of production and number of labour to be engaged shall be decided by the Plant Manager as per his requirement from time to time.

Signature of the Bidder  
Name:  
Seal & Date:

**ILLUSTRATION FOR CALCULATION OF QUOTING RATES**

		<b>Offered Rate</b>			<b>Analysis of Unit Rate</b>			
<b>Sl. No</b>	<b>Item</b>	<b>Appx. Volume of work per day</b>	<b>Rate/Unit</b>	<b>Total Amount</b>	<b>Basic Rate/unit</b>	<b>Statutory contribution (32.76%)</b>	<b>Service charge (Absolute amount)</b>	<b>GST (18%)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5=(3X4)</b>	<b>6</b>	<b>7=(6)* 32.76%</b>	<b>8</b>	<b>9=(6+7+8) *18%</b>
<b>1</b>	Collection of Milk Pouches	1.5 Lac Ltr.	Rs 150./ 1000 ltrs. milk despatched	Rs.150x 150,000 Ltr = Rs.22,500.00	112.2 3	36.77	1.00	<b>No GST</b>

Signature of the Bidder

Name:

Seal & Date:

**DETAIL DESCRIPTION OF WORK AT BHUBANESWAR DAIRY**  
**(Under Job Schedule)**

**SCHEDULE**

**POLYPACK SECTION:**

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

1. Prior to Operation, the Poly pack Machine (inside/Outside), pipelines; valves, overhead tank etc. are to be cleaned properly.
2. Plastic crates required to be washed, cleaned properly before starting of the production.
3. Collection of crates & packing materials from Plant /stored at different sub stores to work place or transfer of milk crates from BD1 to BD2 or BD2 to BD1.
4. Transfer of leaky pouches, short weight, excess weight, market returned damaged pouches, not printed/coded pouches etc. to the leaky cutting point & cutting of such pouches & segregation of good pouches. This process shall continue till end of the production in each shift and cleaned plastic crates of 10 Ltr capacities each.
5. Transfer of milk pouches in crates through the conveyer/crate trolley to the cold store and stacking properly.
6. Milk Pouches in crates not delivered and available at dock should be transferred to leaky points in a continuous manner.
7. Segregation of good pouches if available and to be transferred in crates to cold store.
8. Cleaning of work place, cold store, dock & nearby leaky tank before transfer of milk at the beginning of work and after completion of the job.
9. Required manpower should be provided for Packing Machine Operators starting from receipt of milk from Silo to till dispatch covering all poly pack section.
10. The Contractor shall have to pack different varieties of Milk as per the indent given by the Marketing Section within the scheduled time.
11. The polypack wastage should be within the prescribed limit of +/-2.0%. If the film loss exceeds 2.0%, the cost of excess film loss will be recovered from the Contractor. The film account should be given daily basis.
12. The Milk Pouch weight should be maintained as per the norms.

Signature of the Bidder

Name:

Seal & Date:



13. The Contractor shall provide adequate suitable manpower with skilled operators for smooth for smooth operation and maintenance of pouch filling machines.
14. Only competent and knowledgeable operators shall be provided for the operation and related works of the Packing machine and Ink Coding Machine operation.
15. The log book shall be maintained for machine operation, film received, consumed and packets produced separately by the Contractor.
16. 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 the 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. Daily around 3000 crates manual cleaning to be done route wise.
17. The spare parts required for maintenance of packing materials to be provided by OMFED. For the same the contractor has to indent in advance.

Signature of the Bidder

Name:

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.:

Signature of the Bidder

Name:

Seal & Date:

**DRAFT AGREEMENT**

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

BETWEEN

The Odisha State Co-operative Milk Producers' Federation Ltd., a society registered under the Co-operative 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.

Where as 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 initially for a period of one year or till continuance of the Plant at Bhubaneswar, whichever is earlier with effect from Dt.----- with an option for renewal of the same from time to time as per discretion of OMFED on the same or similar terms & 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.

Signature of the Bidder

Name:

Seal & Date:

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 deposits shall be paid to the Contractor on reimbursement basis on production of deposit evidence / proof of disbursement of payments.
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 GST, 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, GST 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 Department 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/General Manager/Plant Manager as penalty from

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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.
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.

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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 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 OMFED (Plant Manager).The contractor will not have any claim or proportionate sharing of no. of labours supply with other contractor engaged in the plant.
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. 5,00,000/- (Five 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.

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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**

Authorized Signatory of the Contractor  
(With Seal)

**For & on behalf of OMFED**

Authorized representative of The Odish State  
Co-op. Milk Producers' Federation Ltd., D-2,  
Sahid Nagar, Bhubaneswar -751007 (With Seal)

Signature in presence of

01.

01.

02.

02.

Signature of the Bidder

Name:

Seal & Date: