

**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
AT
OMFED KEONJHAR DAIRY, SILISUAN, RAISUAN, KEONJHAR**

Date of Commencement for Sale of Tender Papers	09.09.2021 (10.00 AM to 4.00 P.M)
Last Date & Time for Sale of Tender Papers	23.09.2021 (Up to 1.00 P.M)
Last Date & Time for receipt of Tender (Technical Bid and Price bid in separate sealed covers)	23.09.2021 (Up to 2.00 P.M)
Date and time of opening of Tender (Technical Bid)	23.09.2021 (AT 4.00 P.M)
Date and Time of opening of Tender (Financial Bid)	05.10.2021 (AT 4.00 P.M)

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

GSTIN-21BBNO00122D1DB

COST - Rs.2000.00 + 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 CONTRACTOR 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 for a period of three years (03 years) 2021-2024. Filled in tenders shall be accepted **from 10 A.M dtd. 09.09.2021 up to 1400 Hours dtd. 23.09.2021 & Technical Bid shall be opened on the same day at 1600 Hours and the financial bid shall be opened at 1600 Hours on 05.10.2021.** For details, please visit our website [w ww.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 only appear in the official website and not any other media including newspaper.

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

**Plant Manager,
Keonjhar Dairy**



**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

1. Engagement of Labour Contractor for performing additional job/hourly works at OMFED Keonjhar Dairy for the year 2021-2022.

- a) Availability of Tender Document - Tender document will be available at OMFED Corporate Office, D-2, Saheed Nagar, Bhubaneswar from 10 A.M **dt. 09.09.2021 up to 1300 hrs of Dt. 23.09.2021** on payment of Rs.2240/- (including 12% GST) only in cash on working days. This can also be downloaded from website www.omfed.com. A separate Demand Draft of Rs.1120/- shall be submitted by the Tenderer in case of downloaded tender document.
- b) Last date, time and place for submission - **1400Hours dt.23.09.2021 at OMFED**, Corporate Office, of Tender Document D-2, Saheed Nagar, Bhubaneswar
- c) Date and time for opening of Tender
i. Technical Bid - **1600 Hours dt.23.09.2021**
ii. Financial Bid of eligible bidders - **1600 Hours dt. 05.10.2021**
- 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 - **01.11.2021**
- 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.
- g.) The Bid shall remain valid for 90 days from the date of opening of Technical Bid.
- h.) The Bidders shall deposit Rs 25,000/- (Rupees Twenty Five Thousand only) towards EMD along with Tender application.

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 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 the 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 firm or Agency.)
- 4) The Firm / Agency must be financially sound. The minimum turnover of Rs.50 (Fifty) lakhs per annum for the last year as per audited statement of accounts for the year 2019-20.
- 5) The accounts of the Firm should have audited for consecutive 3 years i.e. for the year 2017-18, 2018-19 and 2019-20.
- 6) The Firm/Agency should have updated IT Return for the financial year 2019-20.
- 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 have unsatisfactory performance record in any unit of Omfed. The bidder should give such an undertaking with their bid.
- 9) The Bidder should have an office in Keonjhar/ Bhubaneswar/ Any place in the state of Odisha.

Signature of Bidder
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 OMFED Keonjhar Dairy, Silisuan, Raisuan, Keonjhar (having milk processing of 11 to 13 Thousand ltrs and production of milk products per day.)

1. The quantity is likely to vary depending upon the requirement.
2. The rates quoted should be inclusive of all statutory requirements like PF, ESI, Service Charges etc.
3. The Contractor will be liable to comply to 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. Job has to be completed within schedule time.
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. Contractor shall ensure healthy hygienic practice in food safety and handling.
10. Successful bidder will be communicated to deposit interest free Security Deposit of **Rs.5,00,000.00 (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 to deposit 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 after the period of contract is over unless forfeited in case of breach of agreement. On deposit 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 shall 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 Rules under the said Act.

**Signature of Bidder
Seal & Date.**

13. Credential/Certificates in support or experience to be furnished with the offer to be given due weightage during evaluation of Tender.
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 a firm quote "NIL" charges/consideration, the bid shall be treated as unresponsive and will not be Considered.
16. Agency/Contractor engaged for providing required service and blacklisted by OMFED or any other Organisation due to reasons whatsoever shall not be eligible to participate in the Tender.
17. Offer without EMD of Rs. **25,000.00** 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. The above two sealed Bid should be submitted in a third sealed cover super scribing "**TENDER FOR ENGAGEMENT OF LABOUR CONTRACTOR AT OMFED KEONJHAR DAIRY**" **DUE ON dtd 23.09.2021.**
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. 23.09.2021** 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 **1600 Hours dtd. 23.09.2021.** 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.05.10.2021.** 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 reserve 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.

Signature of Bidder Seal & Date

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.
28. Cooperative, Govt. body, NSIC, & MSME registered firms are exempted from submitting required EMD but they shall deposit the Tender Cost.
29. An Agreement shall be signed with the successful bidder as per specimen enclosed.
30. Counter terms and conditions will not be accepted

31. ESCALATION CLAUSE:

If minimum wages increase during the period of engagement under Minimum Wages Act 1948, the minimum wage and statutory contribution shall be increased prorata 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.

32. Penalty:

In the event of bidder fails (to supply the required number of manpower) during the contract period, OMFED reserves the right to impose the penalty as detailed below:

- I. **Short supply of Labour as per Requirement**-Penalty will be three times of loss attributed to OMFED resulting in short supply of products to Market whereas penalty will be five times in case of recurring in same month.
- II. **Non supply of extra labour as per requirement**- Penalty will be three times of loss attributed to OMFED resulting in short supply of products to Market where as penalty will be five times in case of recurring in same month.
- III. **Disruption in supply of total no. of Labourers and products not supplied to Market:** Penalty will be up to Five times or even more at the discretion of the management to substantiate loss attributed to OMFED due to short supply of products to Market. If Omfed make any alternate arrangement, the differential cost will be recovered from the Contractor and the firm will be blacklisted and EMD and Security Deposit will be forfeited.

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 7th day of every succeeding month and Keonjhar 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 are paid in time.

Signature of Bidder Seal & Date.

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 Sambalpur 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.

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 Managing Director, OMFED will be final & binding in case the disagreement or dispute is not resolved by mutual negotiation.
- ii) Legal dispute if any, concerning to this supply shall be subject to such courts as exercising civil Jurisdiction over Bhubaneswar.

Check list- Technical Bid

TECHNICAL BID REQUIREMENTS FOR THE PARTICIPATING TENDERER FOR LABOUR CONTRACTOR TOWARDS LABOUR CONTRACT AND WORKS ON JOB BASIS

Documents required: -

- i) Duly Filled in tender application.
- ii) Original Money Receipt of Tender Purchase Form cost of **Rs.2240/-** or Demand Draft.
- iii) EMD of **Rs. 25,000.00** 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. (wherever applicable) if the said area comes under Notified Area.
b. GST No. (Photo copy)
a. Income Tax Pan No. & latest IT Return for the financial year 2019-20.
- vi) Experience certificate, if any, for engagement of workers in reputed organization in Odisha during last 3 years.
- vii) Proof of Audited financial statement for consecutive 3 years shall be furnished.
- viii) Copy of Monthly ECR for EPF & ESI deposit slip for one month should be submitted.

**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 : _____
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
3 Financial Years.

Financial Year	Turn Over Amount (Rs. Lacs)	Remarks, if any
2017-18		
2018-19		
2019-20		

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	11500 Ltr.	Rs..... /1000 ltrs. milk				
2	Ancillary Job pertaining to Preparation of sterilized Flavoured Milk	100 Bottles	Rs..... /Bottle				
3	Ancillary Job pertaining to Paneer Production.	125 Kgs	Rs..... /Kg				
4	Ancillary Job pertaining to Production of Chhenapoda	07 Kgs	Rs..... /Kg				
5	Ancillary Job pertaining to Production of Curd in cup (Making & packing)	100 Kgs	Rs..... /Kg				
6	Ancillary Job pertaining to Production of Lasi/Butter Milk: (Seasonal)	500 pouches	Rs..... /Pouch				

Note : GST as applicable will be paid extra

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:	15 sets	Rs..... /Set				
8	Ancillary Job pertaining to Production of Pouch Curd (Making & packing)	350 Kgs	Rs..... /Kg.				
9	Ancillary Job pertaining to Production of Rabidi/ Khua:	25 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				

Note : GST as applicable will be paid extra

**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) :	1200 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 needed at Plant.*	128 Hours/Day	Rs..... /Hour				
	TOTAL						

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

* The requirement of unskilled Labour may be increased / decreased as per actual requirement.

Note : GST as applicable will be paid extra.

**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	-	03.25%
3.	Bonus	-	08.33%
4.	Leave Salary	18 days annual	05.66%
5.	N & F Holidays	08 days annual	02.52%
	Total		32.76%

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

Offered Rate	Analysis of unit Rate
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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
1	2	3	4=(6+7+8)	5	6	7=(6)* 32.76%	8
Ex-1	Ancillary Job pertaining to Collection of Milk Pouches	13000 Ltr	Rs 110.02/ 1000 ltr of milk despatch	Rs 1430.26	79.71	26.11	4.20
Ex-2	Ancillary job pertaining Preparation sterilized Flavoured Milk	200 Bottles	Rs 1.73/ Bottle	Rs 346.00	0.55	0.18	1.00
Ex-3	Engagement of Un-Skilled Labour on time rate (per hour / per head)	40 Hour/ Day	Rs 50.45/ Hr	Rs 2018.00	37.25	12.20	1.00

Note : The above illustration does not included GST amount.

DETAIL DESCRIPTION OF WORK.

01. Ancillary job pertaining to Collection of Milk Pouches:

Bringing polyroll, SMP etc. along with other materials from store, 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 from cold store / any other area to the dispatch dock at the time of market delivery 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. Transferring of finished products to dairy dock at the time of market delivery.

04. Ancillary job pertaining to Chhenapoda Production:

For production of chhena poda, bringing of all raw and packing materials from store, 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. Transferring of finished products to dairy dock at the time of market delivery.

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 & Packing):

Transfer of Raw Materials like Milk, SMP, Sugar & packing materials etc., from store to the manufacturing point. Preparation of mix as per the direction of Supervisor. Filling of the mix in 80gm/100 gm/ 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 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 at the time of delivery to market.

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. Transferring the finished products to dairy dock at the time of market delivery.

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 (Making & Packing):

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 at the time of market delivery.

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. Transfer of finished product to dairy dock at the time of market delivery.

10. Loading & unloading of finished / raw product like butter, ghee, lassi, sweet curd, plain curd, SFM bottles, Chenna poda & Paneer received from other units to finished product go-down/cold store and outside the plant premises. Raw materials like SMP, Polly Roll, and Packing materials to Godown. Unloading of boiler fuel like coal, cashew shell cake etc.

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 pasteurised 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:

<u>Sl. No.</u>	<u>Item</u>
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 thereof, 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 thereof, 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 newspaper and official website.

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 at Jeypore Dairy, with effect from Dt.----- with an option for renewal of the same after successful completion of one year if required 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.
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 reimbursed/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 as stated in the Payment Clause of the Tender document. All statutory deposit and payment shall be paid to the contractor on reimbursement basis on production claim along with the proof of deposit evidence / proof of disbursement of payments.

5. Tender document and terms and conditions specified there in will be part of this agreement.
6. 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.
7. The CONTRACTOR shall have to make payment to the Labourers engaged in the presence of the authorized representative of OMFEED or Unit Head concerned by the 7th 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.
8. 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 Deptt. in time & to take responsibility to clear up outstanding dues if any, of the said period.
9. 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 Chairman-cum-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.
10. 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.
11. 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.

12. The Contractor will be entirely responsible for execution of this contract in all respect in accordance with the condition of the agreement and shall not assign or sub-let the same.
13. 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. The Federation shall have no liability in this regard.
14. 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 non-compliance of legal provision, he will be held solely responsible
15. 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.
16. 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.
17. 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.
18. 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 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.
19. 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.
20. 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.
21. The CONTRACTOR shall deposit **Rs.5, 00,000.00** 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.

22. The agreement is terminable with three-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.
23. The Labourors provided by the Contractor will not claim to become the employees of OMFED and there will be no Employer and employee relationship between Labourer engaged by the contractor and OMFED.
24. 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.
25. 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 Chairman-cum-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.
26. 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)

Signature in presence of

01.

02.



For & on behalf of OMFED

Authorized representative of the Odisha State

Co-Op Milk Producers' Federation Ltd. D-2,

Sahid Nagar, Bhubaneswar -751007.

(With Seal)

01.

02.