

TENDER DOCUMENT

FOR

ENGAGEMENT OF LABOUR CONTRACTOR TOWARDS

ENGAGEMENT OF LABOURERS ON JOB CONTRACT &

MANDAYS BASIS, CATTLE FEED PLANT, JAGANNATHPUR,

VIA: BALIANTA, DIST: KHORDHA , ODISHA

Date of Commencement for Sale of Tender Papers	12.12.2022 (10.00 AM to 04.00 P.M)
Last Date & Time for Sale of Tender Papers	27.12.2022 (Up to 01.00 P.M)
Last Date & Time for receipt of Tender (Technical Bid and Price bid in separate sealed covers)	27.12.2022 (Up to 02.00 P.M)
Date and time of opening of Tender (Technical Bid)	27.12.2022 (AT 03.00 P.M)
Date and Time of opening of Tender (Financial Bid)	Will be intimated to the technically qualified eligible bidders later on

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

Dec-22

COST - Rs.4000.00 + GST -18%



**The Odisha State Co-operative Milk Producers' Federation Ltd.,
D-2, SahidNagar, Bhubaneswar-751007.**

PhoneNo:0674-2544576,2546030,2546121,2540417,2540273.

Fax:0674-2540974

E-mail:omfed@yahoo.com Website:www.omfed.com

NOTICE INVITING TENDER

Sealed tenders are invited from registered and experienced Labour Contractors for engagement as Labour Contractor to perform different works on job contract and mandays basis at Cattle Feed Plant, Jagannathapur, Via Baliana, Dist :Khordha for a period of three years (03 years) initially and may be renewed for more time. Interested bidders may download the Tender Document from OMFED website www.omfed.com & submit the same in sealed offer in separate envelopes with complete technical details. The tender cost of Rs. 4000/- + 18% GST with E.M.D. of Rs. 50,000/- (Fifty Thousand only) both in shape of Demand Draft in favour of OMFED drawn on any Nationalized Bank payable at Bhubaneswar, should reach at the above addressed office latest by **27.12.2022** up to 02:00 PM. The sealed offers shall be opened on the same day at 03:00 PM in presence of participant bidders. For details please visit OMFED website www.omfed.com

The corrigendum, if required, shall only be published in OMFED website but not in any other media/newspapers.

OMFED reserves the right to accept or reject any or all the tender documents or part thereof without assigning any reason.

Managing Director



**The Odisha State Cooperative Milk Producers' Federation Ltd.,
D-2, Sahid Nagar, Bhubaneswar-751007.**

Phone No: 0674-2544576, 2546030, 2546121, 2540417, 2540273.

Fax: 0674-2540974

E-mail: omfed@yahoo.com Website: www.omfed.com

	Tender document for engagement of labor contractor towards engagement of labor on Job Contract & Mandays basis at Cattle Feed Plant, Jagannathapur, Khordha
Reference No.	Cattle Feed Plant, Jagannathapur
Cost of Tender Form	Rs.4,000/- + 18% GST
Schedule-I	Eligibility Criteria
Schedule-II	Scope of Work , General Terms & Conditions
Schedule-III	Checklist and Technical Bid
Schedule-IV	Financial Bid format
Earnest Money Deposit	Rs.50,000 (Rupees Fifty Thousand only)
Contact Person	Ganesh Prasad Podha , Plant Manager, Mob: 8895373028
Last date and time for submission of tender document	Dt.27.12.2022 , 02:00 PM
Date & Time for opening of Tender	Dt.27.12.2022 , 03:00 PM
Envelop-A	EMD to be submitted
Envelop-B	Technical documents to be submitted
Envelop-C	Financial bid to be submitted
Address for communication	Managing Director, The Orissa State Co-operative Milk Producers' Federation Ltd., D-2, Sahid Nagar, Bhubaneswar-751007 (Odisha)

Managing Director

SCHEDULE -I
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 average turnover of Rs.50 (Fifty) lakhs per annum for the last three years as per audited statement of accounts for the year 2019-20, 2020-21 and 2021-22.
- 5) The accounts of the Firm should have audited financial statements for consecutive 3 (Three) years i.e. for the year and, 2019-20, 2020-21 and 2021-22.
- 6) The Firm/Agency should have updated IT Return for the financial year 2019-20, 2020-21 and 2021-22.
- 7) GSTR-1 & 3 B for last two months or last two quarters.
- 8) The Firm/Agency must have at least 3 years of experience for engagement of workers in reputed organizations of Odisha/other State.
- 9) The bidder should not have unsatisfactory performance record in any unit of Omfed. The bidder should give such an undertaking/declaration with their bid.
- 10) Agency/Contractor engaged for providing required service and blacklisted by OMFED or any other Organization due to reasons whatsoever shall not be eligible to participate in the Tender.
- 11) The bidder will not be eligible to participate in the Tendering process if there is any case under sub-judice against him in respect of any unit of Omfed for any reason whatsoever it may be.

Signature of Bidder
Seal & Date

SCHEDULE –II

SCOPE OF WORK AND GENERAL TERMS & CONDITIONS:

1. The Orissa 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 & on man-days basis at Omfed Cattle Feed Plant having cattle feed production of 1000MT-12000 MT appx. per month.
2. Period of Labour contract is initially for three years from the date of award of work order, but the contract may be renewed for one or more years, if the performance is found satisfactory.
3. As a safety measure, the Contractor has to provide safety shoe, uniform for the workers of Job Contract and Hired Manpower. The Contractor have to provide the said material within 02 months from the date of issue of work order and in every 18 months. Uniform code will be finalized by Plant Manager.
4. The quantity is likely to vary depending upon the market requirement.
5. The rates quoted should be inclusive of all statutory requirements like PF, ESI, and Service Charges excluding GST.
6. The Contractor will be liable to comply all the statutory requirements under various Acts & Rules framed there under.
7. Jobs have to be carried out strictly as per instruction of Plant Authority/his authorized representative.
8. Job has to be completed within the scheduled time.
9. Payment to the Contractor shall be made once in a month on submission of bill and original statutory documents in triplicate. The Payment of wages to the Labourers to be made through Bank only.
10. No payment shall be released if work performances are found unsatisfactory.
11. Laborers deployed should maintain strict discipline as per rules in the Plant premises. Contractor shall ensure healthy hygienic practice in food safety and handling.

12. Successful bidder will be communicated to deposit interest free Security Deposit of **Rs.1,00,000.00 (Rupees One 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.
13. All required material to execute the job shall be supplied by the Plant except tools and tackles.
14. 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.
15. Credential/Certificates in support or experience to be furnished with the offer to be given due weight age during evaluation of Tender.
16. 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.
17. If a firm quote "NIL" charges/consideration, the bid shall be treated as unresponsive and will not be considered.
18. Agency/Contractor engaged for providing required service and blacklisted by OMFED or any other Organization due to reasons whatsoever shall not be eligible to participate in the Tender.
19. The bidder will not be eligible to participate in the Tendering process if there is any case under sub-jurisdiction against any unit of Omfed for any reason whatsoever it may be.
20. Offer without EMD of Rs. **50,000.00** in shape of Demand Draft in favour of **OMFED** payable at **BHUBANESWAR** will not be taken into consideration.

21. The Technical Bid and Financial Bid shall be submitted in two separate sealed cover. The above two sealed Bids should be submitted in a sealed cover super scribing **“TENDER FOR ENGAGEMENT OF LABOUR CONTRACTOR AT OMFED CATTLE FEED PLANT, JAGANNATHAPUR.**
22. Tenders filled in all respect must be sent by Regd. Post/ Courier/ Hand Delivery/Person to reach Omfed Corporate Office, D-2, Saheed Nagar, Bhubaneswar on or before **1400 Hours dtd.27.12.2022.** 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 application. Once tender is accepted, cannot be allowed for with drawal.
23. The Technical Bid of the tender will be opened by a Committee at **15:00 Hours** dtd. **27.12.2022 at Omfed Corporate Office, D-2, Saheed Nagar, Bhubaneswar** in presence of interested Tenderers/their authorized representatives.
24. The Financial Bid of only those tenderers will be opened, whose Technical Bids are found in order. The Financial bids shall be opened at **Omfed Corporate Office, D-2, Saheed Nagar, Bhubaneswar,** in presence of the representatives of the Labour Contractor, if any, who wish to be present on the spot at that time. The date of opening of Financial Bid will be intimated later on.
25. EMD of successful bidder will be adjusted towards security deposit. The EMD of unsuccessful bidder shall be refunded within one month of finalization of the Tender.
26. If any bidder is awarded with the work, but does not carry out the work, his Security Deposit/EMD shall be forfeited and will be blacklisted for next 05 Years without any further notice to him.
27. If the tenderer does not submit statutory documents as stipulated above, Competent Authority shall reserve the right to reject the tender outright at the time of opening of tender.
28. The Omfed Management is at liberty to relax the eligible criteria if feel necessary considering the nature of work.
29. The tender committee, Omfed reserves the right to decide the engagement of contractor more than one, in order to facilitate timely and uninterrupted works.
30. 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.
31. Cooperative, Govt. body, NSIC, & MSME registered firms are exempted from submitting required EMD but they shall deposit the Tender Cost.
32. An Agreement shall be signed with the successful bidder as per specimen

enclosed.

33. If any time, the Contractor feels to set aside the agreement, he can do so by giving two months' time clear notice with proper justification, if the reason found not justified, the party will not be allowed in any tender for further period of next Three (03) years in OMFED. If the matter which is against the interest of Federation, he can be set aside from agreement by giving two months' clear notice. Similarly, Omfed can discontinue the agreement by giving two months' notice to the Labour contractor.
34. Counter terms and conditions by the bidders will not be accepted.
35. The tender document should be signed by the authorized signatory with name & seal of the firm at the bottom of all pages.
36. 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 Cattle Feed areas should be done & certificate submitted to the plant authority. Also, contractor shall ensure that the practices of safety parameters are monitored on day to day basis.
37. 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.
38. The Labour Contractor must be registered with the concerned Govt. Authorities, i.e., Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Labour Contractor shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.
39. The persons deployed by the Labour Contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
40. The Labour Contractor shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in Omfed. The Omfed shall have no liability in this regard.

41. The Labour Contractor shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to Omfed, to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to Omfed.
42. The Labour Contractor shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of Omfed or any other authority under Law.
43. The Log book shall be maintained for production, loading/unloading of materials, produced separately by the Labour Contractor.
44. In case of nonperformance, involvement in theft, fraud or in any indiscipline let the person concerned be terminated from that work whatsoever directed by the Competent authority and suitable replacement should be provided as per the requirement.
45. 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.
46. 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.
47. 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.
48. 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.

49. All the Workman engaged by the Labour Contractor should have to sign in the Factory gate in the presence of Security personnel during in and out time.

NB: Details of Unskilled Worker to be engaged on Mandays basis in different section should be given in an Annexure separately.

50. 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.

51. 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 reoccurring 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.**

52. 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 depositing the statutory dues of the Labourer, by 7th day of every succeeding month and OMFED Cattle Feed Plant, Jagannathapur, Dist :Khurda will release the payment within 7 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.

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 OMFED 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. On continuous failure to deposit statutory dues like, EPF, ESI, GST & Other for 03 (three) consecutive months deems sufficient ground for forfeiting the EMD and Security Money as well as Contract. Bonus, Leave Salary & N&F Holiday payment shall be released after payment made by the Contractor to the laborer engaged and on submission of claim in this regards with proof of all documents/payment.

53. 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 Cuttack/Bhubaneswar only.

SCHEDULE –III

Check list- Technical Bid

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

Documents required: -

- i) Duly filled in tender application.
- ii) Original Money Receipt of Tender Purchase Form cost of **Rs.4720/-** including (GST)or Demand Draft.
- iii) EMD of **Rs. 50,000.00** 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. (Photocopy)
 - c. Income Tax Pan No. & latest IT Return for the financial year 2018-19, 2019-20, 2020-21 & 2021-22.
- vi) Experience certificate, if any, for engagement of workers in reputed organizations in Odisha during last3years.
- 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.
- ix) GSTR-1 & 3 B for last two months or last two quarters.
- x) Undertaking for not blacklisted by any of the Units of Omfed

APPLICATION – TECHNICAL BID

FOR ENGAGEMENT OF LABOUR CONTRACTOR TOWARDS WORK ON JOB CONTRACT & MANDAYS BASIS

AT CATTLE FEED PLANT, JAGANNATHAPUR, KHORDHA

1. Name of Tendering Contractor : _____
2. Cost of Tender Paper :Rs. _____ (Original DD or MR is to be enclosed)
3. Details of Earnest Money Deposit : DD No. _____ date _____ for
Rs. _____ drawn on _____ Bank
4. Name of Proprietor/Partner/Director : _____
along with proof as authorized person _____
to sign the document & deed etc. _____
5. Full Address of Registered Office : _____

Telephone No. : _____
FAX No. : _____
E-mail Address : _____
6. Full address of Operating/Branch : _____
Office. _____

Telephone No. : _____
FAX No. : _____
E-mail Address : _____
7. Name & telephone no. of Authorized : _____
Officer/person to liaise with Unit (s)

8. Banker of the Contractor : _____
(Attach certified copy of statement of A/c for one month)
9. Details of the License : _____
(Valid labour contract license obtained from competent authority Xerox and attested copy to be enclosed)
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.

Financial Year	Amount (Rs.in Lacs)	Remarks, if any
2019-20		
2020-21		
2021-22		

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

Signature of Bidder

Name:

Seal:

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.

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)
SCHEDULE OF WORKS

Sl. No.	Item	Unit	Approx. Volume of work per month	Total Amount	Break Up of Rate per Unit			
					Rate per Unit	Basic Rate per Unit	Statutory contribution -32.76%	Service charge (Absolute amount)
1	2	3	4	5= 4x6	6= 7+8+9	7	8= (7)*32.76%	9
1	Unloading of different Raw Materials packed in gunny bags of different weights from the transport vehicle carrying the same to the Godown or as directed by plant, stacking the same at a safe height.	MT	1000 MT to 1200 MT per month		Rs.-- per MT			
2	Removal of the Raw Material from the stack and carrying the same to the dumping hopper opening of the Raw Material bags & dumping the Raw Material in the hopper slowly including breaking of lumps, if any, to pass through the hopper grill.	MT	1000 MT to 1200 MT per month		Rs.---- per MT			
3	Preparation of Pre-mix in right proportion which include different items to be used in the feed in a small quantity by carrying the items from inside the go down, mixing the same properly and putting the mix inside a bag weighting maximum 60 Kg. Dumping the same in the premix dumping hopper as per requirement as per instruction.	Bag	200 Nos. to 240 nos. per month		Rs--- per MT			

4	Transfer of finished products filled in bags of different weights maximum 70 kg per bag from the slat conveyor and stacking the same in proper order in the finished product go down up to a 10 stacks maximum as per the instruction.	MT	1000 MT to 1200 MT per month		Rs--- per MT			
5	Removal of finished product bags from the stack properly and loading the same on the delivery vehicles with proper stacking.	MT	1000 MT to 1200 MT per month		Rs--- per MT			
6	Cleaning of empty raw Material bags and bundling the same (50 bags/Bundle) (i) Manual cleaning	Nos.	380 nos. to 400 nos per month		Rs... per Bale			
7	Unloading of HDPE bag bales from the transporting vehicles & stacking the same in the godown. i) More than 300 bags/bale	Bale	750 per year (Non- Recurring)		Rs--- per Bale			
8	Transfer of Raw Material/Semi-finished/Finished products to RMG from any height of the plant for re-processing.	MT	20 MT per year (Non- Recurring)		Rs.... per MT			
09	Shifting of materials from outside to the godown and stacking or dumping into the hopper and vice versa.	MT	200 MT per year (Non- Recurring)		Rs..... per MT			
10	Transshipment of Cattle Feed from one truck to another	MT	200 MT per year (Non- Recurring)		Rs... per MT			
11	Unloading of Steel, Engg. Items, Cement, Machinery & Lubricants etc.	MT	05 MT per year(Non- Recurring)		Rs... per MT			
12	High stack of raw materials & finished products at RMG & FPG(Beyond 10 bags)	MT	200 MT per year(Non- Recurring)		Rs... Per MT			

N.B: i.GST will be paid extra; ii. Quantity may vary from time to time

Signature of Bidder, Seal & Date

BREAK UP OF STATUTORY CONTRIBUTIONS

Sl. No	Particulars	Other	Percentage
1	P.F. Employer Contribution	-	13%
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%
	Total		32.76%

Sign of Bidder & Seal

APPLICATION – FINANCIAL BID

(To be filled up and submitted for works on hourly basis)

SCHEDULE – B

Furnish the rate quoted with cost analysis for labour categories as follows: -
Sample Costing (Analysis) with statutory etc, for approval only.

WAGE BREAK-UP

Sl. No.	Item	Manpower Requirement per day	Offered Rate		Analysis of Rate per Unit		
			Rate per Unit	Total Amount	Basic Rate per Unit	Statutory contribution (32.76%)	Service charge (Absolute amount)
1	2	3	4	5= 3x4	6	7= (6)*32.76%	8
1	Engagement of Un-Skilled worker for Cleaning of plant premises/Building/toilets etc.	40 Hours/day	Rs..... Per Hour				
2	Engagement of Un-Skilled Labour on time rate (per hour /per head)	8 Hours/day	Rs..... per Hour				
3	Engagement of Semi-Skilled Labour on time rate (per hour/ per head)	8 Hours/day	Rs..... Per Hour				

N.B: GST will be paid extra

Sign of Bidder & Seal

NB: The Circular of Health & Family Welfare Department, Govt. of Odisha vide letter no. ME-1-1M- 12/2017/14507/17 Dtd-02.06.2014 regarding clarification on Tender process for engagement of Attendants where in “Zero Service Charges” up to 0.999 charges (very abnormally service charges) quoted by the contractor is against fair play and suspected with hidden costs. The quoted rates towards service charge is abnormally low i.e Rs. 1/- and less than Rs. 1/- and their financial offers were not considered.

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.

N.B:

- (1) The Bidders shall quote the rate of jobs considering the Minimum Wage applicable to an Un-skilled worker/High Skilled worker.
- (2) All the jobs are co-related; selection of lowest bidder shall be decided considering the total sum of all jobs. For this purpose, the bidder has to quote for all the jobs. Rate quoted partially shall be summarily be rejected.
- (3) Two digit 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: 21

Sign of Bidder & Seal

ILLUSTRATION FOR CALCULATION OF QUOTING RATES

Sl. No	Item	Rates Offered		Analysis of Rate per Unit		
		Unit	Rate per Unit	Basic Rate per Unit	Statutory contribution (*)	Service charge (Absolute amount)
1	2	3	4	5	6=(5)* 32.76%	7
1	Unloading of different Raw Materials packed in gunny bags of different weights from the transport vehicle carrying the same to the Godown or as directed by plant, stacking the same at a safe height.	MT	54.76 per MT	40.00	13.76	1.00
2	Removal of finished product bags from the stack properly and loading the same on the delivery vehicles with proper stacking.:	MT	Rs.27.88 per MT	20.00	6.88	1.00
3	Shifting of materials from outside to the godown and stacking or dumping into the hopper and vice versa.	MT	Rs.34.60 per MT	25.00	8.60	1.00
4	High stack of raw materials & finished products at RMG & FPG	MT	Rs14.44 per MT	10.00	3.44	1.00
5	Cleaning of plant premises/Building/Toilet etc.	40 Hours/day	Rs.36.87 per Hour	26.69	9.18	1.00
6	Engagement of Semi-Skilled Labour on time rate (per hour/per head)	8 Hours/day	Rs. 40.23 Per Hour	29.19	10.04	1.00

Signature of Bidder Seal & Date

BREAK UP OF STATUTORY CONTRIBUTIONS

Sl. No	Particulars	Other	Percentage
1	P.F. Employer Contribution	-	13%
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%
	Total		32.76%

ESCALATION CLAUSE: -

If minimum wage increases during the period of engagement under Minimum Wages Act 1948, the column value at (5) 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 of production & number of labour to be engaged shall be decided by the Plant Manager as per his requirement from time to time.

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, Saheed 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 therefor 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 three years at Cattle Feed Plant, Jagannathapur, Via Baliana, Dist: Khordha with effect from date _____ with an option for renewal of the same after successful satisfactory completion of three years 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., E.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 presence of the authorized representative of OMFED 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 Department 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 Managing Director/General

Manager/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.
12. 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.
13. 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.
14. 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.
15. 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. 1,00,000/-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 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.
23. The Labours 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 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 Cuttack will apply since the present agreement is entered into between the parties at Cuttack. 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 Cuttack.
- 27. The terms and conditions of the tender document will form part of this agreement.

“The Contractor”

“The Federation”

**THE ODISHA STATE CO-OPERATIVE
MILK PRODUCERS' FEDERATION LTD.,
D-2, Saheed Nagar Bhubaneswar-751007**

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET
THEIR HANDS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN:

For and on behalf of
The Contractor.

For and on behalf of
**THE ODISHA STATE
COOPERATIVE MILK
PRODUCERS' FEDERATION LTD.**

In the presence of:

1. _____

2. _____

In the presence of:

1. _____

2. _____