



TENDER DOCUMENT

FOR

**ENGAGEMENT OF LABOUR CONTRACTOR TOWARDS ENGAGEMENT OF
LABOURERS ON JOB CONTRACT & MANDAYS BASIS**

AT

BALASORE DAIRY, JANUGANJ, REMUNA, BALASORE-756019.

Date of Commencement for Sale of Tender Papers	27.09.2022 (10.00 AM to 4.00 P.M)
Last Date & Time for Sale of Tender Papers	18.10.2022 (Up to 1.00 P.M)
Last Date & Time for receipt of Tender (Technical Bid and Price bid in separate sealed covers)	18.10.2022 (Up to 2.00 P.M)
Date and time of opening of Tender (Technical Bid)	18.10.2022 (AT 3.00 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

GSTIN-21AABTT3220G2Z2

COST - Rs.5000.00 + GST 18%

THE ODISHA STATE COOPERATIVE MILK PRODUCERS FEDERATION LTD.,

OMFED, D-2, SAHEED NAGAR, BHUBANSWAR-751007,

Ph.No.(0675)2540273/2546030/2540417/2546121,

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

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OMFED, D-2, SAHEED NAGAR, BHUBANSWAR-751007,
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TENDER NOTICE FOR ENGAGEMENT OF LABOUR CONTRCTOR
AT BALASORE DAIRY

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 OMFED Balasore Dairy, Januganj, Remuna, Balasore-756019 for a period of (01) one year initially and may be renewed for (02) two years. Interested bidders may download the Tender Document from OMFED website www.omfed.com & submit the in sealed offer in separate envelops with complete technical details. The Tender cost of **Rs. 5,000/- + 18% -GST with E.M.D. of Rs. 50,000/- (Rupees 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 **18.10.2022** 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 will publish 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 at any stage.

Managing Director

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

D/2, SAHEED NAGAR, BHUBANESWAR – 751 007

TENDER DOCUMENT

	Tender document for engagement of labour contractor towards engagement of labor on Job Contract & Mandays basis at OMFED Balasore Dairy, Januganj, Remuna, Balasore-756019
Reference No.	OMFED Balasore Dairy
Cost of Tender Form	Rs.5,000/-+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	Sri Anirudha Majumder, Plant Manager, Balasore Dairy Mob: 9330023415
Last date and time for submission of tender document	Dt.18.10.22 , 02:00 PM
Date & Time for opening of Tender	Dt.18.10.22 , 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 duly registered with the appropriate Registration Authority
- 2) The Firm / Agency should be soredgistered 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 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) The bidder should not have been black listed by OMFED for reason for any unit(s) of OMFED.
- 11) The bidder will not be eligible to participate in the Tendering process if there is any case under sub judice by/ 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:

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 and Mandays basis at OMFED Balasore Dairy, Januganj, Remuna, Balasore-756019 (having milk processing of 40 to 50 Thousand ltrs and production of milk products per day.)

1. Period of Labour Contract is initially for (01) one year from the date of award of work order, but the contract may be renewed for two years more if the performance is found satisfactory.
2. All the packing material losses like, cups, SFM bottle, cartoon, etc., should be less than 1%, and Payroll (Milk, BMS, LASSI & WMC) should be less than 2%, if not, cost to be recovered for the losses with reference to the cost of packing material.
3. For the Job piece contract, contractor will provide the un-skilled experienced worker for running of milk packing machine, cup filling machine etc. No any Permanent employee or service provider will be engaged for operation of the poly pack machine and cup filling machine. Due to failure of contractor, if Plant Manager deployed any regular employee for running machine; the salary of the employee will be deducted from contractor bill.
4. As a safety measure, the Contractor has to provide safety shoes, 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.
5. New Biometric machine (Face & Thumb reading) with UPS backup must be installed at OMFED Dairy campus by the labor contractor for their employees at his own cost and should be connected to Administration section, attendance will be calculated from Biometric machine.
6. The quantity is likely to vary depending upon the market requirement.
7. After starting the poly pack machine/curd packing machine, your operator will take the released order from Quality Control section. Due to negligence of your operator, and on receipt of complaint from market, penalty will be imposed for the losses and same will be deducted from contractor bill.
8. The rates quoted should be inclusive of all statutory requirements like PF, ESI, Leave salary, N&H, Bonus and Service Charges excluding GST.
9. The Contractor will be liable to comply all the statutory requirements under various Acts & Rules framed there under. The Payment of wages to the Labourers to be made in due time through Bank account only.

10. Jobs have to be carried out strictly as per instruction of Plant Authority / his authorized representative.
11. Job has to be completed within the scheduled/stipulated time.
12. Payment to the Contractor shall be made once in a month on submission of bill and original statutory compliance documents in triplicate.
13. No payment shall be released if work performance is found unsatisfactory.
14. Laborers deployed should maintain strict discipline as per rules in the Plant premises. Contractor shall ensure healthy hygienic practice in food safety and handling.
15. Successful bidder will be communicated to deposit interest free **Security Deposit of Rs.2,00,000.00 (Rupees Two 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.
16. All required material to execute the job shall be supplied by the Plant except tools and tackles.
17. The Contractor shall provide Identity Card, Employment Card and Wage Card to each worker at his cost as required under the Contract Labor (Regulation & Abolition) Act,1970 read with Orissa Rules under the said Act.
18. Credential /Certificates in support or experience to be furnished with the offer to be given due weightage during evaluation of Tender.
19. All payment to workers shall be made through bank account 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.
20. If a firm quote “NIL” charges/consideration, the bid shall be treated as unresponsive and will not be considered.
21. 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.
22. 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.

23. 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 BALASORE DAIRY, JANUGANJ, REMUNA, BALASORE-756019.**
24. 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.18.10.2022.** 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 withdrawal.
25. The Technical Bid of the tender will be opened by a Committee at **15:00 Hours** dtd. **18.10.2022 at OMFED Corporate Office, D-2, Saheed Nagar, Bhubaneswar** in presence of interested Tenderers/their authorized representatives.
26. 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.
27. 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.
28. 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.
29. 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.
30. The OMFED Management is at liberty to relax the eligible criteria if feel necessary considering the nature of work.
31. The tender committee, OMFED reserves the right to decide the engagement of contractor more than one, in order to facilitate timely and uninterrupted works.
32. 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.
33. Co-operative, Govt. body, NSIC, & MSME registered firms are exempted from submitting required EMD but they shall deposit the Tender Cost.
34. An Agreement shall be signed with the successful bidder as per specimen enclosed. 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/terminate the agreement by giving two months' notice to the Labour contractor without assigning any reason thereof.

35. Counter terms and conditions will not be accepted.
36. The tender document should be signed by the authorized signatory with name & seal of the firm at the bottom of all pages.
37. 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.
38. 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.
39. 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.
40. 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.
41. 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.
42. 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.
43. 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.
44. The Log book shall be maintained for machine operation, film received consumed and packets produced separately by the Labour Contractor.
45. In case of nonperformance of any person deployed, or his involvement in theft, fraud or in any indiscipline the person concerned shall be withdrawn from work by the Contractor or whatsoever directed by the competent authority and suitable substitute shall be provided as per the requirement.
46. 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 and/ or from the Security deposit.

47. 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.
48. 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.
49. 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.
50. All the Workmen engaged by the Labour Contractor should have to sign in the Factory gate in the presence of Security personnel during in time and out time.

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

51. **ESCALATION CLAUSE:**

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

52. **Penalty:**

- a. 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:
- b. **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.
- c. **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.

- d. 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.**

53. **Payment:**

- a. 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 Labourers after depositing the statutory dues of the Labourer, by 7th day of every succeeding month and OMFED Dairy Bhawanipatana will release the payment within 7 days of receipt of Bill.
- b. Attendance Sheet & wage card for the month.
- c. Last month EPF deposit ECR & ESI deposit Slip with list of employees as proof of deduction & Deposit.
- d. Last month GSTR-1 copy.
- e. Self-declaration by the Contractor that rest of the dues like bonus, leave salary and N & F holiday Payment are paid in time.
- f. 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.

54. **Disputes:**

1. 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 in the matter will be final & binding in case the disagreement or dispute is not resolved by mutual negotiation.
2. Legal dispute if any, concerning to this supply shall be subject to such courts as exercising civil Jurisdiction over 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. 5,000/-+18% GST** (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. Registration Certificate.
 - c. Income Tax Pan No. & latest IT Return for the financial year 2019-20, 2020-21 & 2021-22.
 - d. GSTR-1 & 3 B for last two months or last two quarters.
- vi) Experience certificate, if any, for engagement of workers in reputed organizations 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.

APPLICATION - TECHNICAL BID

FOR ENGAGEMENT OF LABOUR CONTRACTOR TOWARDS WORK ONJOB CONTRACT &MANDAYS BASIS

OMFED Balasore Dairy, Januganj, Remuna, Balasore-756019.

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 the last three years)

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 BidderName:

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 BidderName:

Seal:

Date :

Place:

SCHEDULE –IV
APPLICATION – FINANCIAL BID

(To be filled-up and submitted for works on job contract basis), Jobs to be carried out at Balasore Dairy

Sl. No	Item	Appx. Volume of work per day	Total Amount (in Rs.)	Rate/Unit	Break up of Rate per Unit		
					Basic Rate per Unit (in Rs.)	Statutory Contribution (*) (in Rs.)	Service Charges (Absolute Amount) (in Rs.)
1	2	3	4=3x4	5= 6+7+8	6	7=6* 32.76%	8
1	Ancillary job pertaining to Production & packing, Storage & despatch of Milk Pouches (A,B,C shift).	40000 Ltr.	Rs..... /1000 ltrs.				
2	Production & Packing of sterilized Flavoured Milk(SFM)	960 Bottles	Rs...../Btl				
3	Production & Packing of Paneer	600 Kgs	Rs...../Kg				
4	Production & Packing of Chhenapoda	30Kgs	Rs/Kg				
5	Production & Packing of Sweet Curd & plain curd (Cup)	640Kgs	Rs/Kg				
6	Production & Packing of Lasi/Butter Milk	600 pouches	Rs...../Pouch				
7	Cleaning of Aluminium/S.S. trays and S.S. trolleys:	132 sets	Rs..... /Set				
8	Production & Packing of Pouch Curd (Pouch-WMC)	5000 Kgs	Rs..... /Kg.				
9	Production & Packing of Rabidi cup	144 Kgs	Rs..... /Kg.				
10	Production & Packing of Ghee	1000 Kgs	Rs..... /Kg				
11	Production & packing of Khoa	40Kg	Rs...../Kg				
12	Production & packing of Peda	12Kg	Rs...../Kg				
13	For Cleaning / Sanitizing of Plant premises and Building on time rate (per hour / per head) as per needed at Plant.	184 Hours/ Day (23 Man days)	Rs...../Hour				

14	Engagement of Un-Skilled Labour on time rate (per hour / per head) as per needed at Plant.	216 Hours/ Day (27 Man days)	Rs...../Hour				
15	Loading & unloading of Milk Products and Horticulture products.	01MT	Rs...../MT				
16	Loading & unloading of Raw Materials, Packing Materials etc	01MT	Rs...../MT				
17	Loading & unloading of Coal, Firewood etc.	01MT	Rs...../MT				
18	Loading & unloading of Sugar, Salt, Caustic soda etc.	01MT	Rs...../MT				

N.B: GST as applicable will be paid extra.

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%

N.B: (1) Detail description of works furnished in job schedule.

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.

N.B: -

- (1) The Bidders shall quote the rate of jobs from Sl. No. 1 to 14 considering the Minimum Wage applicable to an Un-skilled worker. Rest jobs i.e Sl. No. 15 & 18 according to the Skill.
- (2) Selection of lowest bidder shall be decided considering the total value of all jobs taken together.
- (3) The contractor shall ensure deposit of all statutory dues as mentioned below, along with applicable GST and on production of deposit evidence, the dues of the contractor shall be released in the said regard subject to reflected in GSTR-2A of OMFED.
- (4) Illustration for calculation of quoting rates furnish in page: 18

Signature of Bidder
Seal & Date

ILLUSTRATION (SAMPLE) FOR CALCULATION OF QUOTING RATES

Sl. No	Examp les	Appx. Volume of work per day	Total Amount (in Rs.)	Rate/Unit (in Rs.)	Basic Rate per Unit (in Rs.)	Statutory Contribution (*) (in Rs.)	Service Charges (in Rs.)
1	2	3	4=3x5	5=6+7+8	6	7=(6)* 32.76%	8
Ex-1	Ancillary Job pertaining to Collection of Milk Pouches	16000 Ltr	Rs 1329.76	Rs 83.11/ 1000 ltr of milk dispatch	61.85	20.262	1.00
Ex-2	Ancillary pertaining Preparation sterilized Flavoured Milk	400 Bottles	Rs 708.00	Rs 1.77/ Bottle	1.11	0.364	0.30
Ex-3	Engagement of Un- Skilled Labour on time rate (per hour / per head)	80 Hour/Day	Rs 4573.28	Rs 57.166/ Hr	41.93	13.736	1.50

N.B-Two digit after decimal should be considered in the calculation sheet.

***Considering minimum wages for un-skilled labour i.e Rs.326/ day.**

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

DETAIL DESCRIPTION OF WORK AT BALASORE DAIRY
(Under Job Schedule)

(A) POLY PACK SECTION:

- 01. Milk Production & Packing, Storage, Dispatch:** - in 500ml milk Pouches & manually packing 20pouches in each plastic crate and transfer to cold store for dispatch to market in A, B & C shift. (Approx.40,000lit/day).

(B) PRODUCTION SECTION:

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

- 02. SFM: - In 200 ml. Bottles & cartons (Approx.: **960bottles/day**)
- 03. Paneer: In vacuum packing/machine packing board packets & cartooning (Approx-**600 Kgs. /day**).
- 04. Chhenapoda: In vacuum packing/board pockets & carton (**Approx-20Kgs/day**).
- 05. Plain Curd & Sweet Curd: In Cups (400g.200g.100g, 80gms) (Approx.: **640Kgs/day**) in cartons.
- 06. BMS & Lassi: In pouches and to be bagged (Approx.**600/pouches/day**) 50pkts/bag.
- 07. Cleaning of Aliminium /S.S trays and S.S trolleys.
- 08. WMC: In pouches and to be packed in crates/cartons (Approx.**5000pouches/day**)
- 09. Rabidi: In cups and to be packed in cartons(Approx-**144Kgs/day**)
- 10. Ghee: In different size(200,500,1000)ml.Jar/Tin and packed in Cartons/
- 11. Khoa: In different pouches and to be packed in Cartons (Approx-**40Kgs/day**).
- 12. Peda: Making by Peda maker and packed in 100gm cartoon(Approx.12/day)

(C) MISCELLANEOUS JOBS AT BALASORE DAIRY:-

- 13. Cleaning of Plant premises/Building & Gardening/Sanitizing/Helper etc.
- 14. Engagement of Un-skilled Labour on time rate (Per hour /per head) as per needed at plant.
- 15. Loading & Unloading (Products/Materials/Spare parts/Coal etc)
Approximate quantity may vary from season to season.

Signature of Bidder
Seal & Date

Details job description of individual Milk products.

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

- Prior to operation, the poly pack machine (inside & outside), pipelines, valves, overhead tank etc. are to be cleaned properly.
- Plastic crates are required to be washed & cleaned properly before starting of the production. If these are found un-cleaned/dirty even after washing, then no payment on this job shall be released.
- Collection of all required raw materials, crates & packing materials from store / anywhere in the plant premises / stored at different sub stores to work place.
- Collection of Milk pouches from the poly pack machines heads and sorting the same in the properly washed and cleaned plastic crates of 10 ltrs. Capacity each.
- Transfer of leaky pouches, short weight, excess weight, market returned damaged pouches, not printed / coded pouches etc. to the leaky cutting point and cutting of such pouches, segregation of good pouches and storage of good pouches in cold store. This process shall continue till each of the production despatch in “A”, ”B” & “C” shift.
- Transfer of milk pouches filled crates through the conveyer / crate trolley to the cold store and stacking properly.
- Transfer of milk pouches in crate from cold store on FIFO (First In First Out) basis to dispatch dock.
- Milk pouches in crates not delivered and available at dock should be transferred to leaky points in a continuous manner.
- Segregating of food pouches if available should be washed in chilled water, stacking in clean crates and to be stored in cold store.
- Cleaning of work place, cold store, dock and nearby leaky tank before transfer of milk at the beginning of work and after completion of the job.
- Required manpower should be provided for assisting Plant Operator(s) starting from receipt of milk from Silo to till dispatch covering all poly pack section.
- The Contractor shall have to pack different varieties of Milk as per the indent given by the Marketing Section within the scheduled time.
- The Milk Pouch weight should be maintained as per the norms.
- The Contractor shall provide adequate suitable manpower with skilled operators for smooth operation and maintenance of pouch filling machine .Only competent and knowledgeable operators shall be provided for the operation and related works of the Packing machine and Ink Coding Machine operation.
- The log book shall be maintained for machine operation, film received, consumed and packets produced separately by the Contractor.

**Signature of Bidder
Seal & Date**

- 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.
- The spare parts required for maintenance of packing machine to be provided by OMFED. For the same the Poly pack In-charge has to indent well in advance.

02. Ancillary job pertaining to Production & packing of Sterilized Flavoured Milk(SFM):-

- To collect milk from process section in clean cans and bringing other raw materials like sugar, milk, powder, essence, sanitizer, empty bottles etc. from store/anywhere in the plant premises, preparing mix as per the instruction of the Shift In-charge/authorized Supervisor.
- Empty 200ml. Bottles are to be cleaned rising by sanitizer properly before starting filling.
- Filtration, filling in the sanitized bottles of 200 ml. Capacity (rinsing bottles in sanitizer), crown corking putting those crates in sterilizer.
- After sterilization, removing the bottles from the sterilizer.
- MRP, Batch No and manufacturing date and expiry date printing on SFM label.
- Transferring to dairy store, after cooling of the bottles fixing of label and to pack in cartons. Cartons are to be stacked properly inside the dairy store. Bottles may be packed in shrink packing and wrapping (As per required size).
- Cleaning of used can, sterilizer, steam nozzle, drain valve, rejected/short filled market return bottles & broken bottles sorted out during production, stored in the place as per the instruction of the Shift In-charge/authorized Supervisor.
- Transferring of cartons to go-down/ store and stacking properly.
- Cleaning of work place & equipment's at the beginning of work and after completion of the job.

03. Ancillary job pertaining to production and packing of Paneer:

- Preparation of work place and equipment i.e. cleaning of place (from manufacturing to packing) before production, cleaning/sanitization of all required equipment's, hoops, tanks, vat etc. thoroughly. Collection of all required raw materials from store/anywhere in plant premises to the workplace.
- MRP, Batch No and manufacturing date and expiry date printing on Paneer Pouches.
- All manufacturing steps of production of Paneer to be carried out i.e. heating of milk, coagulation, straining, hooping, pressing, putting blocks in chilled water, then removing blocks from chilled water and transferring them to cold store/new product cold store for drying, transfer the drying bulk from cold store/new product cold store to the cutting area, weight of bulk to be taken then cutting the Paneer into required size, shape and weight, putting in printed pouches/machines for vacuum packing/thermo packing machine and printing. Then transferring those into consumer packs, in cardboard box/any suitable packaging & then pack into crates/cartons.
- Transferring the crates/cartons to cold store as instructed by the authorized Supervisor/Representative.
- After production, the work place and equipment's, utensils to be cleaned properly and the materials to be kept in proper place.

- Transfer of finish products (Paneer pouches) in crate/cartoon from product cold store on FIFO (First In First Out) basis to dispatch dock.

04. Ancillary job pertaining to production and packing of Chhenapoda:

- Collection of required raw materials from store/ anywhere of plant premises to workplace.
- MRP, Batch No and manufacturing date and expiry date printing on Chhenapoda pouch.
- For production of chhenapoda, all the manufacturing and packing steps are to be carried out i.e. chhena collection from whey, straining, grinding of chhena, mixing all ingredients like suji sugar etc. application of Ghee as depanning agent in the S.S. tray, filling of mix in S.S. Tray or mould, weighing of S.S. tray or mould to the required quantity, baking by putting the S.S. tray or mould into oven.
- Transferring the packed materials to the cold store, bringing the same to packing room, removing blocks from S.S. tray/mould, weighing of Chhenapoda blocks, cutting of Poda to the required size (100gm, 250gm & 500gm) & weight as per the requirement, putting those pieces in printed polystyrene pouches/machines & vacuum sealing of the pouches, putting them into consumer packs size (100gm, 250gm & 500gm), any suitable packets and cartons and transferring the cartons to cold store as assigned by the authorized Supervisor.
- Once the production and packing is completed, the equipments and work place are to be cleaned thoroughly as per direction of Supervisor, putting the materials in proper place, besides any other work as per the instruction.
- Transfer of finish products (Chhenapoda pouches) in crate/cartoon from product cold store on FIFO (First In First Out) basis to dispatch dock.

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05. Ancillary job pertaining to Production and packing of Sweet Curd & Plain Curd in cup:

- Transfer of Raw Materials (Milk, SMP & Sugar) to the manufacturing point from store/anywhere in the plant premises.
- S.S. Trays and S.S. Trolleys are cleaned properly and transfer to the workplace.
- MRP, Batch No and manufacturing date and expiry date printing on Sweet curd and plain curd cup.
- Preparation of mix as per the direction of Supervisor. Filling of the mix in 80gm/100gm/200gm/400gm/desired size in empty containers manually/semi-automatic curd filling and sealing machine, putting lids on the manually, filled cups/sealing. Placing the filled in cups in cleaned aluminium /S.S. trays and S.S. trolleys, cleaning outer surface of manually filled cups by hot water.
- Transfer of the trolleys to incubation room and after proper incubation to product cold stores. Cleaning of vats, S.S. pipelines, containers working place, trays etc. after completion of the job. Cleaning the outer surface of the cups, Re-sealing/re-capping of not properly sealed caps, if any. Keeping it inside the carton of size 4Kg./8Kgs/10 Kgs/appropriate capacity and fixing of adhesive tapes on the cartons.
- Transfer of the finished product cartons to the product cold store /dispatch cold store.
- Cleaning of all equipment's, pipelines, filling machine, overhead tank cold store and work site after completion of the job and keeping the unused cartons & other materials in proper place.
- Transfer of finish products (Sweet curd and plain curd) in crate/cartoon from product cold store on FIFO (First In First Out) basis to dispatch dock.

06. Ancillary job pertaining to Production and packing of Lassi and Butter Milk.

- Transfer of Raw materials & Packing materials from store/anywhere in the plant premises to worksite.
- CIP the pipelines, vats, storage tank, overhead tank and pouch filling machine before starting the work.
- Setting of curd for Butter Milk and Lassi following proper procedure as directed by the Supervising staff.
- Preparation of mix adding required spices. Essence to the mix as per the direction of the Supervisor.
- The machine should be cleaned properly before filling, transfer of final mix to overhead tank and packing in pouches of 200/250 ml. by automatic pouch filling machine. Putting exactly 50 pouches in bags or as instructed by Section in charge & stitching of bags, keeping the bags inside the cold store/despatch cold store.
- Cutting of leaky packets for re-packaging till the stock is exhausted, cleaning of vats, storage tank, overhead tank and pouch filling machine with inter connected pipe lines, work sites as per the direction of the Supervisor.
- Transfer of finish products (Lassi & BMS) in bag from product cold store on FIFO (First In First Out) basis to dispatch dock.

07. Cleaning of Aluminium/S.S trays and SS Trolleys.

- Transfer of the used S.S. Trolleys and S.S./aluminum trays from the Curd / Rabadi 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 / Rabadi manufacturing point.

08. Ancillary job pertaining to Production of Pouch Curd (Making & Packing).

- Transfer of raw materials & packing material to work site, preparation of mix as per the direction of Production Supervisor.
- CIP the pipelines, vats, storage tank, overhead tank, pouch filling machine before starting the work.
- Transfer of mix to overhead tank and packing in pouches of required size by automatic pouch filling machine.
- Placing the pouches in properly washed and cleaned plastic crates like, milk packing and transferring the same to incubation room and finally to cold store after curd setting.
- Cleaning of equipment's, pouch crates, pipelines, pouch filling machine, overhead ,cold store and work site after completion of the job.
- Transfer of filled up pouch crates from the product cold store to the worksite.
- Cleaning of outer surface of the pouch/segregation of leaky packets and placing exactly 20 pouches inside each 10 Kg. Capacity carton and fixing up adhesive tape on the same.
- Cutting up leaky packets and filling the curd in cans. These cans should be transferred to the place as per the direction of the Supervisor and cleaning of the work site after completion of the job, staking of unused cartons in proper place. Cleaning of pouch crates properly and stacking in appropriate place.
- Transfer of finish products (Pouch Curd) in crate/cartoon from product cold store on FIFO (First In First Out) basis to dispatch dock.

09. Ancillary job pertaining to Production and packing of Rabadi:

- Collection of raw materials and packing materials from processing and store, cleaning of Rabidi making pan with the detergent and sanitizer as per the direction of the Supervising staff and heating the milk in vat and concentration of milk to the volume as directed by Supervisor.
- MRP, Batch No and manufacturing date and expiry date printing on Rabidi Cup.
- 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 80 gms/100 gms/required size cups, cooling in cold store, sealing manually/semi-automatic cup filling machine, putting lids on the manually filled cups/sealing. Cleaning outer surface of the cups, arranging the same in the cartons and transferring to cold store. Cleaning of the work site and utensils/equipment's before beginning of the work and after completion of the job. Transfer of finished products to product cold store/despatch cold store.
- Transfer of finish products (Rabidi Cup) in crate/cartoon from product cold store on FIFO (First In First Out) basis to dispatch dock.

10.Ancillary job pertaining to Ghee Production and Packing:

- Collection of raw materials like, white butter/cream from processing area or from cold store and also the packing materials from store/anywhere in the plant premises to the work site.
- MRP, Batch No and manufacturing date and expiry date printing on Ghee container.
- Preparation of Ghee from White Butter/Cream including blending by putting tin ghee, filtration, transfer for settling tank, brining ghee after preparation in Can/tin/barrel to ghee jar/tin packing room. Preparation of ins/jars of 200 ml/500ml, 1 ltr./5 ltrs/15 ltrs.tin or any other size. Filling with required quantity of Ghee as required for packaging in sealing machines. Putting the pack in cartons, sealing of cartons with gum tape (Bopp) and strapping tape, stacking of cartons in proper places, cleaning of ghee production utensils and packing area, arranging unused packing materials properly. Transfer of ghee cartons/tins to store/transfer to other units for sale or transfer.
- Cleaning of all equipment's, pipelines, filling machine, Ghee tanks etc. and work site after completion of the job and keeping the unused cartons and other materials in proper place.

11.Ancillary job pertaining to production and packing of Khoa.

- Collection of raw materials and packaging materials from store, cleaning of Khoa pan with the detergent and sanitizer as per the direction of the Supervising staff and heating the milk in vat, continuous kneading and concentration of milk to the volume as directed by the Supervisor.
- MRP, Batch No and manufacturing date and expiry date printing on Khoa Pouch.
- The volume of finished product should be min 20%- 25% of volume of milk or as instructed by the Supervisor/Shift In-charge.
- Filling the finished product in required size pouches, c.bx,cooling in cold store, sealing manually/semi-automatic filling & packing machine. Arranging the same in the cartons and transferring to cold store. Cleaning of the work site and utensils/equipment's before beginning of the work and after completion of the job. Transfer of finished products to product cold store/despatch dock.
- Transfer of finish products (Khoa) in crate/cartoon from product cold store on FIFO (First In First Out) basis to dispatch dock.

12.Ancillary job pertaining to production and packing of Peda.

- Collection of Raw materials and packing materials from Processing & Store.
- Cleaning of Peda making Pan with the detergent and sanitizer as per the direction of the supervising staff and heating the milk in vat and concentration of milk to the volume as directed by supervisor.
- Addition of sugar as per the direction of the supervisor and preparation of the finish Peda. The volume of finish product should be 25%-26% of volume milk.
- MRP, Batch No and manufacturing date and expiry date printing on Peda packet.
- Properly mixing the solid Peda and finished product make in size of Peda in the Peda maker frame, after Peda filling in packet in 100gm size then seal the packet manually and transfer the finished products to Cold store / cold store.
- Transfer of finish products (Peda) in crate/cartoon from product cold store on FIFO (First In First Out) basis to dispatch dock.

Signature of the Bidder
Seal & Date

(C) MISCELLANEOUS JOBS OTHER THAN PRODUCTION AT BALASORE DAIRY:-

13. Cleaning of Plant premises/Building with miscellaneous Jobs as scheduled below:

<u>Sl.No.</u>	<u>I t e m.</u>
a).	Cleaning /sweeping of floors of all the buildings inside the plant premises daily.
b).	Cleaning of all furniture once a day.
c).	Cleaning of plant premises other than the building area once a day.
d).	Cleaning of all toilets once a day.
e).	Cleaning of all equipments other than electrical items once a day.
f).	Cleaning of light fittings/fans twice a week.
g).	Cleaning of window glasses, ceilings and walls once in a week.
h).	Cleaning of all manhole chambers connected to effluent treatment plant once in a fortnight.
i).	Cleaning of surface drain once in a day.
J).	Cleaning of soak pits once in a year. All required Tools/tackles are to be provided by the bidder.
k).	Gardening, cutting of bushes, branches of tree etc. Cleaning material like detergent, disinfectants shall be provided by plant.
l).	Loading & unloading at Baripada & Bhadrak store /Cold store.
m).	Shifting of materials and cream from new plant to old plant, Products shifting from 01 st Floor to ground floor.
n).	Coal carrying, breaking & burning at Boiler helpers.
o).	Helper (Milk Tanker/Push Sale/Curd Pasteurizer /WMC product packing / Processing / Separation / maintenance/ Refrigeration).
p).	Emergency packing of Milk & un schedule loading of milk & milk products.

14. Engagement of (Un-skilled man-days) Labourer.

- Un-skilled man-days Labourer is required to be engaged in Maintenance, Laboratory, Processing, Product, Store, Office attendant of Balasore Dairy. All these above work should be carried out within the stipulated time and as per instruction of Section In-charge/Supervisor.

15.Loading & Un-loading:

- Loading and unloading of finished/raw materials like Ghee, empty bottles, WMC & any other milk products & horticulture products from production/finished product go- down/ cold store to horticulture store/dispatch dock/other units of OMFED.
- Loading & unloading of raw materials like SMP, Sugar, Poly Roll, packing materials, Caustic soda etc. to & from godown.
- Unloading of Coal, Firewood etc. at Boiler section.

Signature of 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, 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 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 Balasore Dairy, Januganj, Remuna, Balasore-756019 Telephone No.:06782-224108 with effect from date _____ 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., 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. The Contractor shall submit two separate bills for Milk and milk products, Milk bill must be with Zero Percent GST and Milk products should be GST as applicable.
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 statutory 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 noncompliance 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. The Contract shall be cancelled & EMD shall be forfeited on non-deposit of statutory deposit for consecutive 3 months' period of time.
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 (General Manager/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 matter 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.2, 00,000/- (Rupees Two Lakhs) 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 two-months 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 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.
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 WHERE OF THE PARTIES HERE TO HAVE HERE UN TO 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. _____