

# **TENDER DOCUMENT**

**ON**

**“POLY PACKING OF MILK”**

**AT**

**OMFED DAIRY, ARILO –GOVINDPUR,**

**BARANG, CUTTACK, ODISHA,**

**TOWARDS**

**ENGAGEMENT OF LABOUR CONTRACTOR**

**(FOR SUPPLY OF LABOURERS ON JOB CONTRACT BASIS)**

Date of Commencement for Sale of Tender Papers	<b>12.03.2024 (10.00 AM to 04.00 P.M)</b>
Pre-Bid Meeting	<b>22.03.2024 at 3.00 P.M at OMFED Corporate Office, D-2, Saheed Nagar, Bhubaneswar.</b>
Last Date & Time for Sale of Tender Papers	<b>03.04.2024 (Up to 01.00 P.M)</b>
Last Date & Time for receipt of Tender (Technical Bid and Price bid in separate sealed covers)	<b>03.04.2024 (Up to 02.00 P.M)</b>
Date and time of opening of Tender (Technical Bid)	<b>03.04.2024 (AT 03.00 P.M)</b>
Date and Time of opening of Tender (Financial Bid)	<b>Will be intimated to the eligible bidders later on</b>

**RECEIPT OF TENDER PAPERS :**

**PLACE OF OPENING OF TENDER:**

**ADDRESS FOR COMMUNICATION:**

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

**Mar' 2024**

**COST - Rs.5, 000.00 + GST18%**



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

**PhoneNo:0674-2544576,2546030,2546121,2540417,2540273.  
Fax:0674-2540974**

**E-mail:[omfed@yahoo.com](mailto:omfed@yahoo.com) Website:[www.omfed.com](http://www.omfed.com)**

## **NOTICE INVITING TENDER**

Sealed tenders are invited from registered and experienced Labour Contractors for engagement as Labour Contractor to perform "**Poly Packing of Milk**" on job contract basis at Omfed Dairy, Arilo-Govindpur, Barang, Cuttack-754 006 for a period of one year (01 year) initially and may be renewed for two years' subject to satisfactory performance. Interested bidders may download the Tender Document from OMFED website [www.omfed.com](http://www.omfed.com) & submit the sealed offer in separate envelopes with complete technical details. The tender cost of Rs. 5,000/- + 18% GST with E.M.D. of Rs. 1,00,000/- (One lakh 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 **03.04.2024** 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](http://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 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](mailto:omfed@yahoo.com)Website:[www.omfed.com](http://www.omfed.com)**

	Tender document for engagement of labor contractor towards engagement of labour on Job Contract basis at OMFED DAIRY, Arilo, Govindpur, Barang, Cuttack- 754 006.
<b>Reference No.</b>	OMFED DAIRY, ARILO-GOVINDPUR, CUTTACK
<b>Cost of Tender Form</b>	Rs.5,000/-+18%GST
<b>Schedule-I</b>	Eligibility Criteria
<b>Schedule-II</b>	Scope of Work , General Terms & Conditions
<b>Schedule-III</b>	Checklist and Technical Bid
<b>Schedule-IV</b>	Financial Bid format
<b>Earnest Money Deposit</b>	Rs.1,00,000 (Rupees One Lakh only)
<b>Contact Person</b>	Mr. Saumyendra Bhaumik, General Manager (DO), Mob: 744-004-3849
<b>Last date and time for submission of tender document</b>	<b>Dt.03.04.2024, 02:00 PM</b>
<b>Date &amp; Time for opening of Tender</b>	<b>Dt.03.04.2024, 03:00 PM</b>
<b>Envelop-A</b>	EMD to be submitted
<b>Envelop-B</b>	Technical documents to be submitted
<b>Envelop-C</b>	Financial bid to be submitted
<b>Address for communication</b>	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 2020-21, 2021-22 and 2022-23.
- 5) The accounts of the Firm should have audited for consecutive 3 (three) years i.e. for the year and 2020-21, 2021-22 and 2022-23.
- 6) The Firm/Agency should have updated IT Return for the financial year 2020-21, 2021-22 and 2022-23.
- 7) GSTR-1 & 3 B for last one quarter (Dec'23) & three months (Oct'23, Nov'23 & Dec'23).
- 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-jurisdiction against any unit of Omfed for any reason whatsoever it may be.
- 12) Self-undertaking regarding declaration of non-blacklisting and filing of any legal petition against Omfed should be submitted.

**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 basis at OMFED DAIRY, ARILO-GOVINDPUR, BARANG, CUTTACK, ODISHA (having milk processing of 1,25,000 to 1,50,000 litres per day.)

1. Period of Labour contract is initially for 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. The contractor must have to engage three supervisors (each in shift) to look after all the production activities. Labor supervisor should not be in between the labour which is working at Arilo Plant, if failed to provide supervisor in each shift, a penalty of Rs 25,000.00 will be imposed every month and marked as an unsatisfactory performance.
3. Polyroll loss in each segment should be less than 2%, if more, cost to be recovered for the losses with reference to the cost of packing material.
4. For the Job contract, contractor will provide the un-skilled experienced worker for running of milk packing machine.
5. As a safety measure, the Contractor has to provide safety shoe, uniform for the workers of Job Contract. The Contractor has 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.
6. 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.
7. The quantity is likely to vary depending upon the market requirement.
8. After starting the polypack machine, take the released order from Quality Control section. Due to negligence and on receipt of complaint from market, penalty will be imposed for the losses and same will be deducted from contractor bill.
9. The rates quoted should be inclusive of all statutory requirements like PF, ESI, and Service Charges excluding GST.
10. The Contractor will be liable to comply all the statutory requirements under various Acts & Rules framed there under.

11. Jobs have to be carried out strictly as per instruction of Plant Authority/his authorized representative.
12. Job has to be completed within the scheduled time.
13. Payment to the Contractor shall be made once in a month on submission of bill and original statutory documents in triplicate.
14. No payment shall be released if work performances unsatisfactory.
15. Laborers deployed should maintain strict discipline as per rules in the Plant premises. Contractor shall ensure healthy hygienic practice in food safety and handling.
16. Successful bidder will be communicated to deposit interest free Security Deposit of **Rs.10,00,000.00 (Rupees Ten 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.
17. All required material to execute the job shall be supplied by the Plant except tools and tackles.
18. 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.
19. Credential/Certificates in support or experience to be furnished with the offer to be given due weightage during evaluation of Tender.
20. 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.
21. If a firm quote "NIL" charges/consideration, the bid shall be treated as unresponsive and will not be considered.
22. 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.
23. Offer without EMD of **Rs.1,00,000.00** in shape of Demand Draft in favour of **OMFED** payable at **BHUBANESWAR** will not be taken into consideration.

24. 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 “FOR POLYPACKING OF MILK” AT OMFED DAIRY, ARILO-GOVINDPUR, CUTTACK”**.
25. 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 **14.00 Hours dtd.15.03.2023**. 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.
26. The Technical Bid of the tender will be opened by a Committee at **15.00 Hours dtd.15.03.2023 atOmfed Corporate Office, D-2, Saheed Nagar, Bhubaneswar** in presence of interested Tenderers/their authorized representatives.
27. The Financial Bid of only those tenderers will be opened, whose Technical Bids are found in order. The date and time of opening of the Financial bids shall be communicated to the eligible bidders later on; **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.
28. 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.
29. 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.
30. 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.
31. The Omfed Management is at liberty to relax the eligible criteria if feel necessary considering the nature of work.
32. The tender committee, Omfed reserves the right to decide the engagement of contractor more than one, in order to facilitate timely and uninterrupted works.
33. 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.

34. Cooperative, Govt. body, NSIC, & MSME registered firms are exempted from submitting required EMD but they shall have to deposit the Tender Cost & EMD Cost.
35. An Agreement shall be signed with the successful bidder as per specimen enclosed.
36. If any time, the Contractor feels to get aside the agreement, he can do so by giving **three 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 **three months'** clear notice. Similarly, Omfed can discontinue the agreement by giving three months' notice to the Labour contractor.
37. Counter terms and conditions will not be accepted.
38. The tender document should be signed by the authorized signatory with name & seal of the firm at the bottom of all pages.
39. 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.
40. 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 Labourers immediately.
41. 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.
42. 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.
43. 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.



44. 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.
45. 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.
46. The Log book shall be maintained for machine operation, film received consumed and packets produced separately by the Labour Contractor.
47. 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.
48. 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.
49. 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.
50. 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.
51. 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.

52. 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.

53. **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.

54. **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 milk to the 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 milk 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 milk 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.**

55. **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 7<sup>th</sup> day of every

succeeding month and OMFED Dairy, Arilo 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 all the statutory and 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. 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.

56. **Disputes:**

- i) The Federation and the bidder shall make every effort to resolve any dispute/disagreement in connection with the bid amicably by direct negotiation. However, the decision of Managing Director, OMFED will be final & binding in case the disagreement or dispute is not resolved by mutual negotiation.
- ii) Legal dispute if any, concerning to this supply shall be subject to such courts as exercising Civil Jurisdiction over Bhubaneswar 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 with Proper page no.
- ii) Original Money Receipt of Tender Purchase Form cost of **Rs. 5,900/-** (including GST) or Demand Draft.
- iii) EMD of **Rs.1,00,000.00** 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)  
Income Tax Pan No. & latest IT Return for the financial year 2019-20, 2020-21 & 2021-22.
- 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 (Financial year 2019-20, 2020-21 & 2021-22) 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 one quarter (Dec'23) or last three months (Oct'23, Nov'23 & Dec'23).
- x) Self-undertaking regarding declaration of non-blacklisting and filing of any legal petition against Omfed should be submitted.

# APPLICATION – TECHNICAL BID

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

**AT OMFED DAIRY, ARILO-GOVINDPUR, BARANG, CUTTACK – 754 006.**

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 one month i.e Dec'23)

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.

<b>Financial Year</b>	<b>Amount (Rs.in Lacs)</b>	<b>Remarks, if any</b>
2020-21		
2021-22		
2022-23		

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

Signature of Bidder

Name:

Seal:

Date :

Place:

## STANDARD FORMAT OF EVALUATION

### NAME OF THE BIDDER:

Sl. No.	Criteria	Provision of Marks	Maximum Marks	Marks Secured	Remarks
<b>1</b>	<b>Year of Registration</b>				
i.	Between three (03) years to Five years (05) years	05 marks	<b>10</b>		Attach copy of Registration Certificate
ii.	Between Ten (05) years & above	10 marks			
<b>2</b>	<b>Turnover</b>				
i.	Between thirty (50) Lakhs to (01) Crore	05 marks	<b>20</b>		Attach copy of balance sheet and PL accounts of last three year 2020-21, 2021-22 & 2022-23
ii.	Between Forty (01) Crore to (1.50) Crore	10 marks			
iii.	Between (01.5) Crore & above	20 marks			
<b>3</b>	<b>Experience Certificate</b>				
I	Between three years (03) to Five years (05) years	10 Marks	<b>20</b>		Attach copy of experience in any Govt. / Municipality /PSU
ii.	Five years (05) and above	20 Marks			
<b>4</b>	<b>Currently Providing Number of Manpower personnel in Govt. Organization/Mncipality/PSU.</b>				
i.	> 20 Nos and <40Nos	10 Marks	<b>20</b>		The details / documentary proof of payment released by the Contractor to the personnel shall be provided along with bank statements of Manpower personnel to whom payments have been released by day of every month along with ESI & EPF statement for the month Oct'23, Nov'23 & Dec'23 (List to be attached)
ii.	> 40 Nos and < 60Nos	15 Marks			
iii.	>60 Nos and above	20 Marks			
<b>5</b>	<b>Annual Single Contract Value Per Govt. Organization during each year 2020-21, 2021-22 &amp; 2022-23.</b>				
i.	>Rs0.25 Cr and < Rs 0.5 Cr	10 Marks	<b>20</b>		TDS certificate received from Govt. Sector / Form no 26AS as download from income Tax Department.
ii.	>Rs 0.5Cr and < Rs 0.75 Cr	15 Marks			
iii.	> Rs 0.75 Cr and above	20 Marks			
<b>7</b>	<b>Work Plan Presentation</b>	10 marks	<b>10</b>		Presentation of the Work plan through PPT, not more than 10 to 15 minutes. The bidders are requested to bring PPT by Pen drive on the date of Technical Bid Opening.
	<b>Total</b>		<b>100</b>		

**N.B: Technical Evaluation criteria qualifying mark shall be 50**

## II. Stage Two

The financial bid will be opened only of the shortlisted/qualified bidders. Accordingly, the financial score (F) for each of these shortlisted/qualified bidders will be calculated. The lowest bidder would be awarded a financial score of 100. The Cumulative score (C) will be evaluated based on the following ratio 60 (T): 40 (F).

**Financial Score (F) = (Lowest price quote/Price quote of the bidder) \*100**

**Cumulative score (C) = {60 \*(T) + 40\* (F)}/100**

The firm getting highest Cumulative score (C) based on technical and financial evaluation will be awarded the contract.

**Example:**

		Bidder Participated	M/s A.	M/s B.	M/s C.	M/s D.
Technical Marks (T)		50	60	70	50	
<b>Technical Score</b>	<b>T * 60%</b>	<b>30</b>	<b>36</b>	<b>42</b>	<b>30</b>	
Financial Bid	Servicing Charges per month	400	415	400	410	
	Let the minimum SC is 400					
Financial Mark (F)	Lowest Bidder Score=100					
	F = (Lowest Price Quote/Price Quote of Bidder) * 100	100	96	100	98	
<b>Financial Score</b>	<b>F * 40%</b>	<b>40</b>	<b>39</b>	<b>40</b>	<b>39</b>	
<b>Cumulative Score [Technical Score + Financial Score]</b>		<b>70</b>	<b>75</b>	<b>82</b>	<b>69</b>	
<b>Rank Obtained</b>		<b>L3</b>	<b>L2</b>	<b>L1</b>	<b>L4</b>	



## **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:

## **SCHEDULE -IV**

### APPLICATION – FINANCIAL BID

(To be filled-up and submitted for works on job contract basis)

### **SCHEDULE – A**

Furnish the rate quoted with cost analysis for labour categories as follows: -

Sample Costing (Analysis) with statutory etc., for approval only.

**Jobs to be carried out at OMFED Dairy, Arilo**

### **WAGE BREAK-UP**

		Offered Rate			Analysis of Unit Rate		
Sl. No	Items	Approximate Volume of work/day	Rate/Unit	Total Amount	Basic Rate/unit	Statutory contribution (32.76*)	Service charge (Absolute amount)
1	2	3	4= 6+7+8	5=(3X4)	6	7=(6)*32.76%	8
1	Ancillary job pertaining to Production, machine maintenance, Storage, dispatch of Milk Pouches and cleaning of crates.	1.25 Lac Ltr. or 12,500 crates	Rs...../ 1000 ltrs. milk despatched				
	<b>TOTAL</b>						

\* GST as applicable will be paid extra.

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

N.B: The Circular of Finance Department, Govt. of Odisha vide letter no. FIN-COD-RULE-0001-2018/19595/F DATED 11.07.2023 regarding rate of Service Charge in Outsourcing of Services..... regarding

1. As no minimum rate of service charge has been prescribed, bidders are quoting zero or negligible service charge in respect of outsourcing of services. Hence many a time, references are being received from quarters for clarification in this matter.
2. In the meantime, Department of Expenditure, Ministry of Finance, Govt. of India has fixed the minimum rate of service charge vide OM No. F.6/1/2023-PPD dated 06.01.2023.
3. Now the state Govt. has been pleased to fix the following rate of service charge in outsourcing of services.

4. The Minimum Service charge shall be 3.85% (3% profit plus transaction charge);
5. The Procuring entity can also fix the service charge above 3.85% with proper justification, whenever required. However, such charge should not exceed 7% in any case.
6. These instructions shall be deemed to be part of Odisha General Financial Rules.
7. This will be effective from date of issue i.e on 11.07.2023.

**N.B: -**

- (1) The Bidders shall quote the rate of jobs considering the Minimum Wage applicable to an Un-skilled worker
- (2) Selection of lowest bidder shall be decided considering the Evaluation Criteria
- (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) Two digit after decimal should be considered in the calculation sheet.
- (5) Illustration for calculation of quoting rates furnishing page:20

**Sign of Bidder & Seal**

### **BREAK UP OF STATUTORY CONTRIBUTIONS**

<b>Sl.No</b>	<b>Particulars</b>	<b>Other</b>	<b>Percentage</b>
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%
	<b>Total</b>		<b>32.76%</b>

#### **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 asunder.

- 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 Managers per his requirement from time to time.

**ILLUSTRATION (SAMPLE) FOR CALCULATION OF QUOTING RATES**

Sl. No.	Item	Approx. Volume of Work Per Day	Offered Rate		Analysis of Rate per Unit		
			Rate per Unit	Total Amount	Basic Cost per Unit	Statutory Contribution	Service Charge (Absolute Amount) Minimum 3.85%... Maximum. 7%
1	2	3	4	5=(3X4)	6	7=(6)*32.76%	8
1	Ancillary job pertaining to Production, machine maintenance, Storage, dispatch of Milk Pouches and cleaning of crates.	1.25 Lac Ltr. or 12,500 crates	Rs. 60.104/ 1000 ltrs. milk despatched	7513.00	44.00	14.41	1.694

**\*Considering minimum wages for unskilled labour i. eRs.352/ day**

N.B: GST will be paid extra

# **DETAIL DESCRIPTION OF WORK AT OMFED**

## **DAIRY, ARILO**

### **(Under Job Schedule)**

#### **POLYPACK SECTION:**

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

1. Prior to operation, the Poly Pack Machine (inside/outside), pipelines; valves, overhead tank, leaky tanks, crates etc. are to be cleaned properly.
2. The Contractor shall provide adequate suitable manpower for smooth operation of pouch filling activities.
3. Plastic crates are required to be washed, cleaned properly by crate washer or manually (in case of machine failure), before starting /during production.
4. Collection of crates& packing materials from Plant/stored at different sub-stores to work place or transfer of milk crates.
5. Transfer of leaky pouches, short weight, excess weight, market returned damaged pouches, not printed/coded pouches etc. to the leaky cutting point & cutting of such pouches. This process shall continue till end of the production in each shift and cleaned plastic crates of 10 Ltr, capacity each.
6. During milk dispatch leaky pouches from crates to be segregated and good pouches to be arranged in separate crate by washing with chilled water for immediate dispatch in every shift. This will be the parallel activity at the time of dispatch.
7. Transfer of milk pouches in crates through the conveyer/crate trolley to the cold store and stacking properly.
8. Milk Pouches in crates not delivered and available at dock should be transferred to leaky points in a continuous manner and the cutting in the leaky tank.
9. Segregation of good pouches if available and to be transferred in crates to cold store.
10. Cleaning of work place/floor before beginning of the work and after completion of the job is to follow up by labour contractor supervisor.
11. Required manpower should be provided for Packing Machine operation starting from receipt of milk from Silo till dispatch covering all poly pack section.
12. The Contractor shall have to pack different varieties of Milk as per the indent given by the Marketing Section within the scheduled time.

13. The Poly Roll wastage in each category /segment should be within the prescribed limit of +/-2.0%. If the film loss exceeds 2.0%, the cost of excess film loss will be recovered from the Contractor. The film account should be given daily basis. The film loss will be considered overall from machine to dispatch.
14. The Milk Pouch weight should be maintained as per the norms.
15. The Contractor shall provide adequate suitable manpower for smooth operation and maintenance of pouch filling.
16. The log book shall be maintained for machine operation, film received, consumed and packets produced separately by the Contractor.
17. Whenever any crate(s) required manual cleaning due to excess dirty and not possible to clean by crate washing machine, cleaning of such dirty crates after separation from clean crates on the dairy dock will be taken up manually with brush and detergent to be provided by the Plant. Rinsing of the cleaned crates with raw water & stacking the same on the dock near the P.P. machines and cleaning of the work place after completion of the jobs. All such cleaning activities to be carried out by the instruction of supervising staff available at the dock. Daily around 3000 crates manual cleaning to be done route wise.
18. The spare parts required for maintenance of packing materials to be provided by OMFED. For the same the contractor has to indent in advance.
19. Cleaning of work place/floor before beginning of the work and after completion of the job is to follow up by contractor supervisor.
20. Supervisors are to be provided in all shifts to control the workers, activities & to coordinate with OMFED officers.
21. **Cold storage workers:** Sweaters, caps, shoes, socks, gloves shall be provided by the Labour Contractor.
  - **Production of polypacking of milk need specific time during processing, production, packaging and transfer to incubation room/store/cold store to avoid losses occurred during above jobs. Hence, labourer should be engaged to equip the process at each stage. Any losses sustained due to lapses of above will be recovered from the Labour Contractor.**
  - **In case of any break down of the Machine (fully/partially), the ongoing jobs to be carried out and completed manually or through any other mode without any additional cost to the contractor for that job.**

***All these above work should be carried out within the stipulated time maintaining proper official procedure cleaning and as per the instruction of Section in-charge/Supervisor.***

## **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 Omfed Dairy, Arilo-Govindpur, Barang, Cuttack 754 006 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.
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 7<sup>th</sup> day of the successive month as per statutory requirements whether payment for the respective period so paid or not to the contractor by OMFED. The payment to the Labour engaged by the CONTRACTOR should not fall short of minimum wages prescribed by the State Govt. & taken into consideration by OMFED.
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 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.
11. The CONTRACTOR shall not be allowed to engage labourers to work more than the prescribed working hours i.e. Eight Hours per day or forty-eight hours in a week. However, under certain compelling circumstances like sickness of any labour on duty or proceeding on leave on compassionate ground only or as situation requires, permission may be granted by OMFED or on its behalf by the Unit Head or Authorized Officer to carry out the overtime for a specified period of time.
12. The Contractor will be entirely responsible for execution of this contract in all respect in accordance with the condition of the agreement and shall not assign or sub-let the same.
13. In case of any accident, the compensation as levied upon by the Competent Authority under Employees Compensation Act shall have to be paid by the Labour Contractor to the legal heir of the deceased or the person concerned in case of partial or total disablement. The Federation shall have no liability in this regard.
14. That the CONTRACTOR is required to provide welfare and health facilities to the contract labours and must ensure that all the statutory obligations as per C.L. (R&A) Act, 1970 and Orissa Rules, 1975 and other Labour Acts and non-compliance of legal provision, he will be held solely responsible.
15. The contractor shall finalize the actual deployment of labour in the assigned job in different shifts on the basis of availability of jobs in consultation with the concerned Unit Head, OMFED or his Authorized Representative or such other authorized Officer. The OMFED shall not be responsible to provide any work to the labourers, if the Unit remains closed due to the reason beyond control.
16. The CONTRACTOR will also ensure that labour remain detached from the influence of local anti-social elements and not to indulge in any political or union activities.

17. The CONTRACTOR should ensure deployment of personnel, free from any criminal background or any police case and furnish the names and antecedents of all the labours at the time of deployment. All the deployed labour should be providing with photo identity card and should have PF & ESI number which shall have to be recorded in the movement/placement order as well as in wage sheet.
  18. The labour contractor shall have to furnish a list of labourers along with their weekly off after ascertaining the actual requirement of no. of labourers from the OMFED (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 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 **10,000,00.00 (Rupees Ten 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 **three-month notice** in writing from either side during the agreement period. 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.
- 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.

26. In case of any dispute or differences pertaining to this agreement, the jurisdiction of Civil Courts at Bhubaneswar only will apply. 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 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. \_\_\_\_\_