



**The Odisha State Cooperative 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)

**E-Procurement Notice for Engagement of Labour Contractor on Mandays Basis & Job Basis at Powder Plant & UHT Plant, OMFED Dairy, Arilo-Govindpur, Baranga,Cuttack,Odisha.**  
**Bid Identification No. HRD/LC/2025/ Arilo/PP&UHT/06**

1. OMFED invites e- Tender from reputed registered and experienced Labour Contractors for engagement as Labour Contractor to perform different works on Job Contract Basis & Mandays basis at Powder Plant & UHT Plant, OMFED Dairy, Arilo –Govindpur, Baranga, Cuttack, Odisha for a period of one year (01 and will be extended for another two years looking to the satisfactory performance of the bidder. E-Tender is invited online through ‘e’-procurement of Govt. of Odisha web Portal <https://tendersodisha.gov.in>. The bidders should have the necessary portal enrolment with his own Digital Signature Certificate.
2. The bidders are required to submit bids for engagement of Manpower **at Omfed Corporate Office, D-2, Saheed Nagar, Bhubaneswar-751007** on Mandays basis & Job Basis.

Name of work	Estimated Cost (Rs)	Availability of Tender through online bidding at <a href="https://tendersodisha.gov.in">https://tendersodisha.gov.in</a>		Date of opening Technical Bid	Period of Completion
		From	To		
Labour Contractors for Mandays Basis	<b>Rs.60.00 Lakhs</b>	<b>24.06.2025 at 10.00A.M</b>	<b>23.07.2025 at 01.00P.M</b>	<b>24.07.2025 at 3.00 P.M</b>	<b>12 months</b>

3. Cost of Tender Paper **Rs11,800/-** inclusive of GST 18% & EMD as specified in (Technical Bid Part-I) deposit through online portal at <https://tendersodisha.gov.in>.
4. Bid documents consisting of specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents are available on Portal: <https://tendersodisha.gov.in>. The corrigendum/amendment to this notice if required shall be published **both in <https://tendersodisha.gov.in>** and in the OMFED web site <https://www.omfed.com> and will not be published in the newspaper.
3. The tender paper cost / EMD and Photo Copy of **GST, PAN, Registration Certificate, Turnover Certificate, IT return & other documents as per DTCN** shall have to be attached on Portal: <https://tendersodisha.gov.in> within 10.00 AM of 20.05.2025 to 02.00 PM of 19.06.2025.
5. The Pre Bid Meeting will be held on **08.07.2025 at 3.00 P.M** at Omfed Corporate Office, D-2, Saheed Nagar, Bhubaneswar.
6. Technical Presentation date will be intimated later on.

7. Non submission of tender cost of bid document and EMD within the period shall debar the party from participating in the online bidding system and his portal registration shall be cancelled.
8. **Techno- Commercial Bids received online shall be opened on 24.07.2025 at 3.00 P.M.** in OMFED Corporate office in the presence of the bidders. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the last date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
9. Although Co-Operatives, Govt. bodies, NSIC and MSME registered firms are exempted from submitting required EMD they have to deposit both Tender cost and EMD cost.
10. OMFED in its own interest may opt for any other procurement mode/system simultaneously along with this e-Tender process if required without assigning any reason thereof.
11. The Managing Director, OMFED reserves the right to accept/reject any or all the bids without assigning any reason thereof.
12. OMFED reserves the right to increase or decrease the Particulars of job details delivery as per the requirement of the Federation.
13. Legal disputes if any concerning the required goods supplied & matters related thereto shall be subject to Jurisdiction of such court as exercising civil jurisdiction of Bhubaneswar only.

**Managing Director  
OMFED**



**The Odisha State Cooperative Milk Producers' Federation Ltd.,**

D-2, Sahid Nagar, Bhubaneswar-751007.

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

Fax: 0674-2540974

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

<b>Tender document for engagement of labor contractor towards engagement of labour on Job contract Basis &amp; Mandays basis at Powder Plant &amp; UHT Plant, OMFED Dairy, Arilo-Govindpur, Baranga, Cuttack-754006</b>	
<b>Bid Identification No.</b>	<b>HRD/LC/2025/Arilo/PP&amp;UHT/06</b>
Cost of Tender Form	<b>Rs.10,000/-+18%GST</b>
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. 1,00,000/- (Rupees One Lakh only)
Contact Person	Mr. Kartik Chandra Paul, Plant Manager, OMFED Dairy, Arilo. Mob: 865839746
Pre Bid Meeting	<b>Dt. 08.07.2025 at 3.00 P.M</b>
Last date and time for submission of tender document	<b>Dt. 23.07.2025, 01:00 PM</b>
Date & Time for opening of Tender	<b>Dt. 24.07.2025, 03.00 PM</b>
Technical Presentation	Will be intimated later on
Address for communication	Managing Director, The Odisha State Co-operative Milk Producers' Federation Ltd. D-2, Saheed Nagar, Bhubaneswar-751007 (Odisha)

**Managing Director  
OMFED**

**SCHEDULED-I**  
**ELIGIBILITY CRITERIA OF BIDDER**

1. 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 & Employees State Insurance Corporation.
  - c) Income Tax & GST
2. They should have their own Bank Account in the name of firm or Agency. They must submit Bank Statement copy for the month of May'2025.
3. The Firm/Agency must be financially sound. The minimum average annual turnover of Rs.50 (Fifty) lakhs per annum for the last three years as per audited financial statement of accounts for the year 2021-22, 2022-23 and 2023-24.
4. The accounts of the Firm should have audited for consecutive 3 (three) years i.e. for the year 2021-22, 2022-23 and 2023-24. ( financial Statement must be certified by C.A with UDIN)
5. The Firm/Agency should have updated IT Return for the financial year 2021-22, 2022-23 and 2023-24.
6. Copy of Monthly ECR for EPF & ESI deposit slip for 03 (three months) should be submitted. i.e. for Feb'2025, Mar'25 & Apr'25.
7. The Firm has to provide copy of GSTR-1&3B for last one quarter (Mar'25) or three months (Feb'2025, Mar'25 & Apr'25).
8. The Firm/Agency must have at least 3 years of experience for engagement of workers in record in any Govt. PSU/ Any reputed Organisation of Odisha/ Other state.
9. The bidder should not have unsatisfactory performance in any unit of Omfed. The bidder should give such an undertaking/declaration in their letter pad with their bid.
10. Agency/Contractor engaged for providing required service and blacklisted by OMFED or any other Organization due to reasons what so ever 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**

**SCHEDULED-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 & Mandays Basis at Powder Plant & UHT Plant, OMFED Dairy, Arilo-Govindpur, Baranga, Cuttack-754006.

1. The quantity is likely to vary depending upon the requirement.
2. The rates quoted should be inclusive of all statutory requirements like PF, ESI, Service Charges etc.
3. The Contractor will be liable to comply to all the statutory requirements under various Acts & Rules framed thereunder.
4. The tender document should be signed by the authorized signatory with name & seal of the firm at the bottom of all pages.
5. Jobs have to be carried out strictly as per instruction of Plant Authority/his representative.
6. Job has to be completed within schedule time.
7. Payment to the Contractor shall be made once in a month on submission of bill in triplicate.
8. No payment shall be released if work performance is unsatisfactory.
9. Labourers deployed should maintain strict discipline as per rules in the Plant premises. Contractor shall ensure healthy hygienic practice in food safety and handling.
10. Successful bidder will be communicated to deposit interest free Security Deposit of **Rs.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.
11. All required materials to execute the job, shall be supplied by the Plant except tools and tackles.
12. The Contractor shall provide Identity Card, Employment Card and Wage Card to each worker at his cost as required under the Contract Labour (Regulation & Abolition) Act, 1970 read with Orissa Rules under the said Act.
13. The Contractor shall provide all safety protocols, including using protective equipment and undergoing regular safety training, Supervisors will conduct inspections and violations will lead to corrective action. Uniform dress code, Safety Shoe to the workers as approved by OMFED Management will be provided to them.

14. The Contractor have to ensure bi-monthly health check-up of all workers including Physical exams and occupational screenings, will be implemented to ensure worker well-being. Any identified health issues will be promptly addressed.
15. All payment to workers shall be made through bank only as per Biometric Attendance (both Face & finger recognition) system will be mandatory for all workers to track working hours, prevent time fraud and enhance security.
16. Labour Contractor will maintain detail performance records for each Labour which is essential, covering productivity, work quality, safety adherence and overall performance, regular reviews will identify areas for improvement and ensure accountability.
17. Credential/Certificates in support of experience to be furnished with the offer to be given due weightage during evaluation of Tender.
18. 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.
19. 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.
20. The EMD of the technically disqualified Bidders shall be returned after declaration of the list of such technically qualified Bidders in the portal. The EMD of other unsuccessful Bidders shall be refunded after signing of the Agreement with the Successful Bidder. The return of the EMD shall be in the form of bank transfer to the account of the Bidder through the e-procurement portal of the Government of Odisha.
21. The EMD of the Preferred Bidder shall be returned upon the Preferred Bidder furnishing the Performance Security.
22. If any bidder is awarded with the work, but does not carry out the work, his Security Deposit/EMD shall be forfeited.
23. 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.
24. The Omfed Management is at liberty to relax the eligibility criteria if feel necessary considering the nature of work.
25. The tender committee, Omfed reserves the right to decide the engagement of contractor more than one, in order to facilitate timely and uninterrupted works.
26. 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.
27. Cooperative, Govt. body, NSIC, & MSME registered firms are exempted from submitting required EMD but they shall deposit both the Tender Cost & EMD cost.

28. An Agreement shall be signed with the successful bidder as per specimen enclosed. Counter terms and conditions will not be accepted.

29. **Escalation Clause:**

If the minimum wage increases during the period of engagement under Minimum Wages Act 1948, the minimum wage and statutory contribution shall be increased on pro rata basis accordingly with same rate with all statutory dues, excluding agency charges.

30. **Penalty:**

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

- i. **Short supply of Labour as per Requirement**-Penalty will be three times of loss attributed to OMFED resulting in short supply of products to Market whereas penalty will be five times in case of recurring in same month.
- ii. **Non supply of extra labour as per requirement**- Penalty will be three times of loss attributed to OMFED resulting in short supply of products to Market where as penalty will be five times in case of reoccurring in same month.
- iii. **Disruption in supply of total no. of Labourers and UHT milk, Skimmed Milk Powder, & Dairy Whitener milk powder 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.

31. **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 check & release the payment within 7 days of receipt of Bill.

- i. Bio metric 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 & 3(B) 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 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.

32. **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.

### **SCHEDULED-III**

#### **Check list- Technical Bid for Powder Plant & UHT Plant,OMFED Dairy,Arilo.**

##### **Documents required: -**

1. Duly Filled in Tender application with sign & seal on each page.
2. Photocopy of valid Labour License obtained from Labour Officer under Contract Labour (Regulation & Abolition) Act,1970.
3.
  - a) Photo copy of Valid EPF Code No. & ESI Code No. (wherever applicable) if the said area comes under Notified Area.
  - b) GST Registration Certificate.
  - c) IT Pan No. & latest IT Return for the financial year 2021-22, 2022-23 & 2023-24.
4. The Firm/Agency must have at least 3 years of experience for engagement of workers in record in any Govt. PSU/ Any reputed Organisation of Odisha/ Other state.
5. Proof of Audited financial statement for consecutive 3 years shall be furnished. (2021-22, 2022-23 & 2023-24) (Duly Certified by C.A with UDIN)
6. Copy of Monthly ECR for EPF & ESI deposit slip for 03 (three months) should be submitted. (Feb'2025, Mar'25 & Apr'25)
7. The Firm to provide copy of GSTR-1 & 3B for last one quarter (Mar'25) & three months (Feb'2025, Mar'25 & Apr'25).
8. The bidder should not have unsatisfactory performance record in any unit of Omfed. The bidder should give such an undertaking/declaration in their letter pad with their bid.
9. 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.
10. 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.
11. Self-undertaking regarding declaration of non-blacklisting and filing of any legal petition against Omfed should be submitted.
12. Bank Statement for the month of May' 2025.

## STANDARD FORMAT OF EVALUATION

**NAME OF THE BIDDER:**

### **I. Stage One**

Sl. No.	Criteria	Provision of Marks	Maximum Marks	Marks Secured	Remarks
<b>1</b>	<b>Year of Registration</b>		<b>10</b>		Attach copy of Registration Certificate
i.	Between three(03) years to Five years(05)years	05marks			
ii.	Between Ten (05)years & above	10marks			
<b>2</b>	<b>Avg .Turnover in Last Three years (2021-22,, 2022-23 &amp; 2023-24)</b>		<b>10</b>		Attach copy of balance sheet and Trading & PL accounts of last here year 2021-22, 2022-23 & 2023-24
i.	Between fifty(50) Lakhs to (01)Crore	05 marks			
ii	Between(01)Crore & above	10marks			
<b>3</b>	<b>Experience Certificate</b>		<b>20</b>		Attach copy of experience in any Govt./ Municipality /PSU/ Other Reputed Organization
I	Between three years(03) to Five years(05)years	10Marks			
ii.	Five years(05 )and above	20Marks			
<b>4</b>	<b>Currently Providing Number of Manpower personnel in Govt. Organization/ Municipality/PSU</b>		<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 Feb'25, Mar'25 & Apr'25 is to be attached)
i.	>20Nos and <40Nos	10Marks			
ii	>40Nos and <60Nos	15Marks			
iii.	>60Nos and above	20Marks			
<b>5</b>	<b>Annual Single Contract Value Per Govt. Organization during each year 2021-22, 2022-23 &amp; 2023-24.</b>		<b>20</b>		TDS certificate received from Govt. Sector / Form no 26AS as download from income Tax Department.
i.	>Rs0.25Cr and <Rs0.5Cr	10Marks			
ii	>Rs0.5Cr and < Rs0.75Cr	15Marks			
iii.	>Rs0.75Cr and above	20Marks			
<b>6</b>	<b>Work Plan Presentation</b>		<b>20</b>		Will be intimated later on
	<b>Total</b>		<b>100</b>		

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

## **II. StageTwo**

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

ThefirmgettinghighestCumulativescore(C)basedontechnicalandfinanciaevaluationwillbe 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
Technical Score	T*60%	30	36	42	30
Financial Bid	Servicing Charges per month	400	415	400	410
	Let the minimum SC is 400				
Financial Marks (F)	Lowest Bidder Score=100				
	F= (Lowest price Quote/ Price Quote of bidder)*100	100	96	100	98
Financial Score	F*40%	40	39	40	39
Cumulative Score					
(Technical Score+ Financial Score)		70	75	82	69
Rank Obtained		L3	L2	L1	L4

## **DECLARATION**

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

Signature of

Bidder Name:

Seal:

Date:

Place:

**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 Powder Plant & UHT Plant,OMFED Dairy, Arilo**

**WAGE BREAK-UP**

Sl. No	Items	Approximate Volume of work/day	Offered Rate		Analysis of Unit Rate		
			Rate/Unit	Total Amount	Basic Rate/unit	Statutory contribution (32.76*)	Service charge (Absolute amount)
1	2	3	4	5=(3X4)	6	7=(6)*32.76%	8
1	Ancillary job pertaining to Packing, machine maintenance, Storage of Dairy Whitener consumer pack (1kg/500g)(As per Market demand)	2000 Kg.	Rs...../ Kg Milk Powder				
2	Ancillary job pertaining to Production, machine maintenance, Storage of Dairy Whitener consumer pack.(10g/20g or any small SKU) )(As per Market demand)	1000 Kg.	Rs.../Kg Milk Powder				
3	Ancillary job pertaining to transferring packaging materials from store, cartooning, taping and stacking in UHT Warehouse (500ml/1000ml or any other pack) (This may not be daily basis, it depends on market demand.	6000 Litres	Rs.../Litre				
4	Loading from Omfed Dairy/Unloading at Omfed Dairy of raw-material/Finished products, chemicals, packing materials or any material etc. to/from	5MT	Rs...../MT				

	other Dairies/Units						
5	Lifting of material Milk Powder from ground to 1 <sup>st</sup> floor or from 1 <sup>st</sup> floor to ground floor.	1 MT	Rs .../MT				
6	DW leaky pouch powder cutting work (Whenever required)	25kg	Rs.../Kg				
7	Caustic Flake reconstitution work.	500kg	Rs..../Kg				
8	Nitric Acid dumping work.	100Kg	Rs..../Kg				
9	Sugar reconstitution for Dairy Whitener Production.	1500Kg	Rs..../Kg				
10	Engagement of Un-Skilled Labour on time rate (per hour /per head)	120	Hrs/Day				
	<b>TOTAL</b>						

GST as applicable will be paid extra.

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

(2) Additional Manpower on hourly basis shall be supplied by the Labour Contractor as and when Required by the plant.

(3) The Bidders shall quote the rate considering the Minimum Wage applicable.

(4) Illustration for calculation of quoting rates furnish in corresponding page.

(5) 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.

**Sign of Bidder & Seal**

**BREAK UP OF STATUTORY CONTRIBUTIONS.**

Sl.No.	Particulars	Other	Percentage
1.	P.F. Employer Contribution	-	13.00%
2.	E.S.I. Employer Contribution	-	03.25%
3.	Bonus	-	08.33%
4.	Leave Salary	18 days annual	05.66%
5.	N & F Holidays	08 days annual	02.52%
	<b>Total</b>		<b>32.76%</b>

### **Escalation Clause: -**

If minimum wages increase during the period of engagement under Minimum Wages Act 1948, the basic rate and statutory contribution shall be increased pro-rata basis accordingly and the service/agency charges (Minimum 3.85% & Maximum 7% of job rate) will be remain constant.

- If minimum wage increases within the contract period of engagement, the basic rate value shall be increased accordingly.
- On such increase, statutory contributions as applicable from time to time shall be changed and reimbursement on production of documents as proof of deposit.
- **There shall be no change in the Service Charge/ Agency charges during the contract period.**
- GST as applicable from time to time shall be released/paid on production of deposit evidence.

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

**Signature of Bidder Seal & Date**

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

Sl. No	Item description	Quantity/ Approx. volume of Work per day	Units	Basic Rate	Total Amount without Taxes
1	2	3	4	5	6
1.0	Ancillary job pertaining to Packing, machine maintenance, Storage of Dairy Whitener consumer pack (1kg/500g)(As per Market demand)	1000	Per KG Milk Powder	1	1000.00
2.0	As per above item but for Service charge (Absolute amount- Minimum 3.85% & maximum 7% of job rate as per item 1.0)	1000	Per KG Milk Powder	1	0.0385
3.0	As per item no. 2 but for Statutory contribution (32.76% of job rate as per item no. 1.0)	1000	Per KG Milk Powder		0.3276
4.0	Ancillary job pertaining to Production, machine maintenance, Storage of Dairy Whitener consumer pack.(10g/20g or any small SKU) )(As per Market demand)	500	Per KG Milk Powder	1	500.00
5.0	As per above item but for Service charge (Absolute amount- Minimum 3.85% & maximum 7% of job rate as per item 4.0)	500	Per KG Milk Powder	1	0.0385
6.0	As per item no. 2 but for Statutory contribution (32.76% of job rate as per item no.4.0)	500	Per KG Milk Powder	1	0.3276
7.0	Engagement of Un-Skilled Labour on time rate (per hour /per head)	32	Per Hour	1	32.00
8.0	As per above item but for Service charge (Absolute amount- Minimum 3.85% & maximum 7% of job rate as per item 10.0)	32	Per Hour	1	0.0385
9.0	As per item no. 2 but for Statutory contribution (32.76% of job rate as per item no. 10.0)	32	Per Hour	1	0.3276

**N.B: 1. GST will be paid extra**

**2. Tw o digit after decimal should be considered in the calculation sheet.**

**Signature of Bidder Seal & Date**

**DETAIL DESCRIPTION OF WORK AT POWDER  
PLANT & UHT PLANT, OMFED DAIRY, ARILO**  
(Under Job Schedule)

**01 Ancillary job pertaining to Production, packing, Storage of Milk Powder & UHT packet**

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

- Dairy Whitener: In pouch (500g, 1000g) (Approx. 2000 Kgs/day) in cartons.
- Dairy Whitener: In pouch (10g, 20g, 50g, 100g, 200g or any other SKU) (Approx. 3000 Kgs/day) in cartons.
- UHT: In pouches and to be packed in carton (Approx. 6000 packet/day)(1000ml) and (12000 packets/day)(500 ml)

**N.B: Approximate quantity may vary from season to season or as per marketing requirement**

**Details job descriptions of individual milk products.**

**02. Ancillary job pertaining to Pack Dairy Whitener)**

- Prior to the packing operation, packing section to be cleaned.
- Bring packing material from store to the packing area.
- Get powder release report from QC Lab and dump powder in powder silo or hopper in 1<sup>st</sup> floor.
- Flush the powder initially to clean up the filling line.
- After packing started check the pouch weight for 10g, 20g, 40g, 50g, 100g, 200g, 500g or 1000g, 10 Kg or any other sizes.
- Pack them in Cartons, write SKU, Batch and Manufacturing date and weight on Cartons and Register and transfer to the store or any other area as instructed by the packing In-charge.
- Person engaged in packing section should wash their hand, wear head caps, gloves, face masks and maintain personal hygiene strictly.
- After production outside cleaning of packing machine should be completed as well as collect the all loose powder near to packing machine.
- Manual dry cleaning & Disinfection of packing machine once in a month.
- All DW pouches should be incorporated with nitrogen gas, nitrogen gas cylinder loading/unloading and arrangement of nitrogen cylinder to the packing machine.

**03. Ancillary job pertaining to UHT Packing:**

- Filling the finished product in required size pouches, Carton Boxes, sealing manually/semi-automatic filling & packing machine. Arranging the same in the pellete and transferring to UHT store and staking in UHT rack. Cleaning of the work site and utensils/equipment's before beginning of the work and after completion of the job, Transfer of products in cartons from store to product Store/dispatch dock.
- Transfer of packing material from store to production area. Cartooning of secondary packing materials before production.
- After production, damage UHT pouch to be cut in S.S. Can and manual transfer to UHT recovery tank or cut all damaged UHT pouch in leaky tank.
- After production, machine cleaning and secondary conveyor cleaning is required.
- Sleeve feeding to SIG packing machine with two manpower included above listed piece job.
- Disinfection of SIG machine parts before production and cleaning of SIG machine parts after production.
- Total outside cleaning of SIG machine, UHT sterilizer, homogenizer and all surface areas of S.S. pipelines.
- UHT packing may not be in daily basis, as it depends on market demand. It may require 12-15 workers in 8 hrs shift.

#### **04. Lifting material:**

- Raw materials like Milk Powder, to be lifted from ground to 1<sup>st</sup> floor or may be lifted from 1<sup>st</sup> floor to ground floor as per instruction of shift manager.

#### **05. Consumer Powder Leaky pouch cutting.**

Overweight, underweight or leaky powder pouch to be cut and powder to be recovered in liner and packed it in 25 kg bulk bag for reprocessing.

#### **06. Caustic Soda Flake reconstitution:**

- Bring caustic flake bags from store and transfer to the reconstitution point.
- Dissolve caustic flake in balance tank.
- Use safety personal protective equipment (PPE) to avoid any accident or injury. Safety equipment to be provided by labour contractor
- Safety responsibility of workers will be in contractor's scope.

#### **08. Dumping of Nitric Acid:**

- Bring Nitric Acid plastic cans from store and transfer to the dumping point.
- Dump Acid into acid balance tank carefully.
- Use safety personal protective equipment (PPE) to avoid any accident or injury. Safety equipment to be provided by labour contractor
- Safety responsibility of workers will be in contractor's scope
- **Production of above products listed at Sl No. 01 to 08 need specific time during processing, production, packaging and transfer to 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.**

### **SCHEDULE - B**

### **MISCELLANEOUS JOBS AT OMFED DAIRY:**

#### **Hired manpower:**

- Hired manpower is required to be engaged in Powder Plant, & UHT Plant or in any other Section of OMFED Dairy, Arilo as per requirement of the management.

***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.***

#### **POWDER BULK BAG PACKING:**

- There are 3 shift operations in powder plant during flush season. Each shift 5 no's of packing manpower to be engaged.
- Packing activities includes transferring packing materials from store, preparing craft bag putting liner bag inside.
- Powder filling in bags automatically or manually in case of failure of automation.
- Sealing of inside liner bag with heat sealer.
- Stitching of bags through online or manual stitching machine.
- Stacking bags in pallet (30 bags in each pallet) & storing them properly.
- Powder packing person should attend any breakdown work during power failure, Cyclone chock or any other breakdowns.
- They should attend FBD cleaning, nozzle dismantling, filter cleaning work at the end of the production or whenever required.
- They should collect powder from floor of FBD area, cyclone area or anywhere and pack them in 25kg bags and kept in separate identified place.
- They should clean the work place at the beginning & at the end of the production. They should use head caps, gloves, mask etc and maintain personal hygiene throughout the production.
- 25 kgs. packing machine outside cleaning on regular basis and dry cleaning & disinfection inside the packing machine from shifter to filling machine once in a month.
- All dryer & Evaporator pipelines, outside cleaning and all stainless steel surface areas to be cleaned whenever bulk packing (25 kgs.) stopped.

### **DECLARATION**

I/We do hereby declare that I/We have gone through the above mentioned terms & conditions and agree to accept the same for submission of the tender & execution of the work in all respect.

Full Signature of Bidder

Address for Correspondence:

Place:

Date:

Telephone No.:

### **DRAFT AGREEMENT**

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

BETWEEN

The Odisha State Co-Op. Milk Producers, Federation Ltd., a society registered under the Co-Op. Societies Act.1962 having its registered and corporate office at D-2, Sahid Nagar, Bhubaneswar here in after referred to as “OMFED” (Which expression shall, unless repugnant to the context or meaning thereof, include its successors in interest and assigns) of the onepart.

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 OTHERPART.

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 Powder Plant & UHT Plant, OMFED Dairy, Arilo , with effect from Dt.----- with an option for renewal of the same after successful completion of one year if required from time to time as per discretion of OMFED on the same or similar terms & conditions or such terms & conditions as may be mutually agreed upon.
2. The contractor shall look after labour arrangement of the above said unit and provide labour as and when required, for execution of various types of job on contract basis as specified in the schedules (ORDER DOCUMENTS) annexed hereto.
3. The rates as indicated in the schedule, include minimum wages prescribed by the State Govt., P.F., E.S.I., GST, Bonus, weekly off, National Holidays, Leave Salary, other Statutory dues and commission of the contractor, which shall be reimbursed/paid periodically to the CONTRACTOR by OMFED, if not mentioned otherwise in the schedule.
4. The payment shall be released by the Unit Head concerned of OMFED every month as stated in the Payment Clause of the Tender document. All statutory deposit and payment shall be paid to the

contractor on reimbursement basis on production claim along with the proof of deposit evidence / proof of disbursement of payments.

5. Tender document and terms and conditions specified there in will be part of this agreement.
6. The CONTRACTOR may seek pro-rata revision of rates mentioned herein except service charge in the event of revision of minimum wages by the Government of Odisha, Labour Department during agreement period and may claim differential payment therefore on acceptance of the proposal for such revision by OMFED, subject to compliance of direction, if any, to that effect. Besides statutory contribution and GST, as applicable from time to time, shall be paid on production of documents towards payment of the same.
7. The CONTRACTOR shall have to make payment to the Labourers engaged in the presence of the authorized representative of OMFEED or Unit Head concerned by the 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 Deptt. in time & to take responsibility to clear up outstanding dues if any, of the said period.
9. The CONTRACTOR shall ensure round the clock execution of jobs earmarked and assigned in time. The work assigned to Contractor shall be completed in specific time. No work shall be kept pending. In case contractor fails to complete the work in time, any loss or damage arising out of non-completion of work & engagement of outside labour, the same shall be recovered from the contractor from any amount payable to the contractor under the contract, as a debt payable by the contractor. If contractor fails to carry out the instruction as per contract, OMFED will deduct the sum as determined by Chairman-cum-Managing Director/Plant Manager as penalty from Contractor's Bill/Security deposit and shall terminate the contract on repetition of such default without any prior notice.
10. The CONTRACTOR shall comply with all the statutory requirements under various Acts and Rules as applicable to the establishment of OMFED, so also Contractor's Establishment pertaining to work entrusted to the Contractor and contract labourers engaged in the said job. In the event of 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 (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.10, 00,000.00** with OMFED / Respective Unit as interest **free Security deposit**. If any loss arises due to negligence on the part of the contractor. OMFED shall deduct such amount from the security deposit of the CONTRACTOR.
22. The agreement is terminable with **three-month notice** in writing from either side during the agreement period except as mentioned in Clause 8 of this Agreement. However, if Notice of Termination is given from the side of Contractor and OMFED fails to make any alternative arrangement during the notice period, Contractor shall continue to provide services as per the present terms of contract till OMFED makes such alternative arrangement, which shall not exceed three months, in any case.
23. The Labourers provided by the Contractor will not claim to become the employees of OMFED and there will be no Employer and employee relationship between Labourer engaged by the contractor and OMFED.
24. The CONTRACTOR shall at his own expenses return/handover the possession of materials at its disposal to the concerned Unit Head of OMFED or Authorized Representative in a peaceful manner after termination of this agreement.
25. In the event of either party failing to act in accordance with the provisions of the agreement, the aggrieved party shall at the first instance try to settle the dispute mutually and amicably, failing such attempt, the same shall be referred to the Chairman-cum-Managing Director, OMFED by either party and decision of Managing Director OMFED shall be final and binding on the parties and in no case will be subject to any judicial scrutiny.
26. In case of any dispute or differences pertaining to this agreement, the jurisdiction of Civil Courts at Bhubaneswar will apply since the present agreement is entered into between the parties at Bhubaneswar. Despite of the prescription under Clause 22 of this Agreement, if any party has any grievance, it will be under the territorial jurisdiction of appropriate Court at Bhubaneswar.

IN WITNESS WHERE OF the parties have executed this presents on the day, month and year first above written.

**For & on behalf of the Contractor.**



**For & on behalf of OMFED**



Authorized Signatory of the Contractor

Authorized representative of the Odisha State  
Co-Op Milk Producers' Federation Ltd.  
D-2, Sahid Nagar, Bhubaneswar - 751007.

(With Seal)

(With Seal)

Signature in presence of

01.

01.

02.

02.