



TENDER DOCUMENT

FOR

**ENGAGEMENT OF LABOUR CONTRACTOR TOWARDS
ENGAGEMENT OF LABOURERS ON JOB CONTRACT**

& MANDAYS BASIS

AT

SAMBALPUR DAIRY, GOSALA, SAMBALPUR.

Date of Commencement for Sale of Tender Papers	30.09.2024 (10.00 AM to 4.00 P.M)
Pre Bid Meeting scheduled to be held on	08.10.2024 (AT 4.00 P.M)
Last Date & Time for Sale of Tender Papers	21.10.2024 (Up to 1.00 P.M)
Last Date & Time for receipt of Tender (Technical Bid and Price bid in separate sealed covers)	21.10.2024 (Up to 2.00 P.M)
Date and time of opening of Tender (Technical Bid)	21.10.2024 (AT 3.00 P.M)
Technical Presentation	Intimation will be sent
Date and Time of opening of Tender (Financial Bid)	Will be intimated to the eligible bidders later on

RECEIPT OF TENDER PAPERS :

PLACE OF OPENING OF TENDER :

ADDRESS FOR COMMUNICATION:

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

GSTIN-21AABTT3220G2Z2

COST - Rs.5000.00 + GST 18%

**THE ODISHA STATE COOPERATIVE MILK PRODUCERS' FEDERATION LTD., OMFED, D-2, SAHEED
NAGAR, BHUBANSWAR-751007,**

Ph.No.(0675)2540273/2546030/2540417/2546121, Website :www.omfed.com,

email:omfed@yahoo.com, omfed@omfed.com

**TENDER NOTICE FOR ENGAGEMENT OF LABOUR CONTRACTOR
AT SAMBALPUR DAIRY**

Sealed tenders are invited from registered and experienced Labour Contractors for engagement as Labour Contractor to perform different works on Job Contract Basis & Mandays basis at Omfed Sambalpur Dairy, Goshala, Sambalpur for a period of one year (01 year) 2024-25 and will be renewed for further period of two years looking to the satisfactory performances and need of the plant. Filled in tenders shall be accepted **from 10 A.M to 2.00 P.M on dtd. 21.10.2024 & Technical Bid shall be opened on the same day at 3.00 P.M.** Eligible bidders shall be communicated to attend the Technical Presentation & opening of financial bid later on. For details, please visit our website www.omfed.com. Interested bidders may visit our website for further addendum, corrigendum etc. if any from time to time as it will only appear in the official website and not any other media including newspaper. OMFED reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

**Managing Director
Omfed**



**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 Website:www.omfed.com**

	Tender document for engagement of labor contractor towards engagement of labour on Job Contract & Mandays basis at OMFED Sambalpur Dairy
Reference No.	Sambalpur Dairy, Goshala, Sambalpur
Cost of Tender Form	Rs.5000/-+18%GST
Schedule-I	Eligibility Criteria
Schedule-II	Scope of Work , General Terms & Conditions
Schedule-III	Checklist and Technical Bid
Schedule-IV	Financial Bid format
Earnest Money Deposit	Rs.3,00,000/- (Rupees Three Lakhs only)
Contact Person	Mr. Prasana Kumar Bisoi, Plant Manager, Sambalpur Dairy Mob: 7008632634
Pre Bid Meeting	Dt. 08.10.2024 at 4.00 P.M
Last date and time for submission of tender document	Dt.21.10.2024, 02:00 PM
Date & Time for opening of Tender	Dt.21.10.2024, 03.00 PM
Technical Presentation	Will be Intimated
Envelop-A	EMD to be submitted
Envelop-B	Technical documents to be submitted
Envelop-C	Financial bid to be submitted
Address for communication	Managing Director, The Odisha State Co-operative Milk Producers' Federation Ltd.D-2, Sahid Nagar, Bhubaneswar-751007 (Odisha)

Managing Director

THE ODISHA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD.
D/2, SAHID NAGAR, BHUBANESWAR – 751 007

TENDER DOCUMENT

1. Engagement of Labour Contractor for performing additional job/hourly works at OMFED Sambalpur Dairy for the year 2024-25.

- a) Availability of Tender Document - Tender document will be available at OMFED Corporate Office, D-2, Saheed Nagar, Bhubaneswar from **10 A.M dt. 30.09.2024 up to 1.00 P.M of Dt. 21.10.2024** on payment of Rs.5900 including 18% GST only in cash on working days. This can also be downloaded from website www.omfed.com. A separate Demand Draft of **Rs.5900/-** shall be submitted at Omfed Corporate Office by the Tenderer in case of downloaded tender document.
- b) Last date, time and place for submission – **2.00 P.M dt.21.10.2024 at OMFED**, Corporate Office, of Tender Document D-2, Saheed Nagar, Bhubaneswar
- c) Date and time for opening of Tender
- i. Technical Bid - **3.00 P.M dt.21.10.2024**
 - ii. **Technical Presentation** - **Will be intimated later on**
 - ii. Financial Bid of eligible bidders - **Will be intimated to the eligible bidders later on**
- d.) Contract period - 01 year. (The contract shall be renewed for another two years looking to the satisfactory performance of Labour Contractor after successful completion of one year if required.)
- e.) Likely date / month of Commencement of Contract - **01.01.2025**
- f.) If any of the above scheduled date is declared as holiday for the Federation, the said programme will be held on next working day at same time & venue.
- g.) The Bid shall remain valid for 90 days from the date of opening of Technical Bid.
- h.) The Bidders shall deposit **Rs 3,00,000/- (Rupees Three Lakhs only)** towards EMD along with Tender application.

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

**Signature of
Bidder Seal &
Date.**

ELIGIBILITY CRITERIA OF BIDDER

- 1) The Company /Firm/Agency should be registered with the appropriate Registration Authority
- 2) The Firm / Agency should be registered under the following appropriate authority.
 - a) Labour license from Labour Officer under the Contract Labour (Regulation & Abolition) Act,1970.
 - b) Employees Provident Fund Organization.
 - c) Employees State Insurance Corporation.
 - d) Income Tax
 - e) Goods & Services Tax
- 3) They should have their own Bank Account (in the name of firm or Agency.) Submit Bank Statement copy for the month of July'2024.
- 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) The Firm to provide copy of GSTR-1 & 3 B for last one quarter (June'24) & three months (Apr'24, May'24 & June'24).
- 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

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 at Omfed Sambalpur Dairy, Gosala, Sambalpur (having milk processing of 55,000 to 60,000 thousands litres and production of milk products per day.)

1. The quantity is likely to vary depending upon the requirement.
2. The rates quoted should be inclusive of all statutory requirements like PF, ESI, Service Charges etc.
3. The Contractor will be liable to comply to all the statutory requirements under various Acts & Rules framed there under.
4. The tender document should be signed by the authorized signatory with name & seal of the firm at the bottom of all pages.
5. Jobs have to be carried out strictly as per instruction of Plant Authority/his representative.
6. Job has to be completed within schedule time.
7. Payment to the Contractor shall be made once in a month on submission of bill in triplicate.
8. No payment shall be released if work performance is unsatisfactory.
9. Labourers deployed should maintain strict discipline as per rules in the Plant premises. Contractor shall ensure healthy hygienic practice in food safety and handling.
10. Successful bidder will be communicated to deposit interest free Security Deposit of **Rs.10,00,000.00 (Rupees Ten Lac 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. Credential/Certificates in support or experience to be furnished with the offer to be given due weightage during evaluation of Tender.
14. All payment to workers shall be made through bank only. All statutory dues including P.F, ESI, leave salary, holiday wages and bonus of workers should be complied on monthly basis and respective evidence to be furnished with the plant authority for record. The contractor shall display the list of workers with wage payment details every month for information of all concerned

15. If a firm quote “NIL” charges/consideration, the bid shall be treated as unresponsive and will not be Considered.
16. Agency/Contractor engaged for providing required service and blacklisted by OMFED or any other Organisation due to reasons whatsoever shall not be eligible to participate in the Tender.
17. Offer without **EMD of Rs. 3,00,000.00** in shape of Demand Draft in favour of **OMFED** payable at **BHUBANESWAR** will not be taken into consideration.
18. The Technical Bid and Financial Bid shall be submitted in two separate sealed cover. The above two sealed Bids should be submitted in a sealed cover super scribing “**TENDER FOR ENGAGEMENT OF LABOUR CONTRACTOR AT OMFED SAMBALPUR DAIRY**” **DUE ON 21.10.2024**”.
19. Tenders filled in all respect must be sent by Regd. Post/ Courier/ Person to reach Omfed Corporate Office, D-2, Saheed Nagar, Bhubaneswar on or before **1400 Hours dtd.21.10.2024**. 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.
20. The Technical Bid of the tender will be opened by a Committee at **3.00 P.M dtd.21.10.2024** and the **Technical Presentation shall be done on the same date at 4 .00 P.M at Omfed Corporate Office, D-2, Saheed Nagar, Bhubaneswar** in presence of interested Tenderers/ their authorized representatives.
21. The Financial Bid of only those tenderers will be opened, whose Technical Bids are found in order. The Financial bids shall be opened for only the eligible bidders at **Omfed Corporate Office, D-2, Saheed Nagar, Bhubaneswar**, in the presence of the representatives of the Labour Contractor, if any, who wish to be present on the spot at that time.
22. EMD of successful bidder will be adjusted towards security deposit. The EMD of unsuccessful bidder shall be refunded within one month of finalization of the Tender.
23. If any bidder is awarded with the work, but does not carry out the work, his Security Deposit/EMD shall be forfeited.
24. If the tenderer does not submit statutory documents as stipulated above, Competent Authority shall reserve the right to reject the tender outright at the time of opening of tender.
25. The Omfed Management is at liberty to relax the eligible criteria if feel necessary considering the nature of work.
26. The tender committee, Omfed reserves the right to decide the engagement of contractor more than one, in order to facilitate timely and uninterrupted works.
27. Defaulter in earlier execution of work/ Non submission of statutory dues of labour supplied to Omfed or black listed by Omfed or anywhere in the country are not allowed to participate in the tender
28. Cooperative, Govt. body, NSIC, & MSME registered firms are exempted from submitting required EMD but they shall deposit both the Tender Cost & EMD cost.
29. An Agreement shall be signed by the successful bidder within the stipulated time period as per specimen enclosed.

30. Counter terms and conditions will not be accepted.

31. **ESCALATION CLAUSE:**

If minimum wages increase during the period of engagement under Minimum Wages Act 1948, the minimum wage and statutory contribution shall be increased on Prorata basis accordingly with same rate with all statutory dues. The Service charges will be remaining constant during the contract period.

32. **Penalty:**

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

- i. **Short supply of Labour as per Requirement**-Penalty will be three times of loss attributed to OMFED resulting in short supply of products to Market whereas penalty will be five times in case of recurring in samemonth.
- 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 milk & milk products not supplied to Market: Penalty will be up to Five times or even more at the discretion of the management to substantiate loss attributed to OMFED due to short supply of products to Market. If Omfed make any alternate arrangement, the differential cost will be recovered from the Contractor and the firm will be blacklisted and EMD and Security Deposit will be forfeited.**

33.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 and depositing the statutory dues of the Labourer, by 7th day of every succeeding month and Sambalpur Dairy 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 & 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.

34.Disputes:

- i) The Federation and the Contractor 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.

SCHEДУLED-III
Check list- Technical Bid

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

Documents required: -

- i) Duly Filled in tender application.
- ii) Original Money Receipt of Tender Purchase Form cost of **Rs.5900/-** or Demand Draft.
- iii) EMD of **Rs.3,00,000.00** 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 Registration Certificate
a. Income Tax Pan No. & latest IT Return for the financial year 2020-21, 2021-22, 2022-23.
- vi) Experience certificate, for engagement of workers in reputed organization in Odisha during last 3 years.
- vii) Proof of Audited financial statement for consecutive 3 years shall be furnished. (2020-21, 2021-22 & 2022-23)
- viii) Copy of Monthly ECR for EPF & ESI deposit slip for 03 (three months) should be submitted. (Apr'2024, May'2024 & June'2024)
- ix) The Firm to provide copy of GSTR-1 & 3 B for last one quarter (June'24) & three months (Apr'24, May'24 & June'24).
- x) The bidder should not have unsatisfactory performance record in any unit of Omfed. The bidder should give such an undertaking/declaration with their bid.
- xi) 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.
- xii) 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.
- xiii) Self-undertaking regarding declaration of non-blacklisting and filing of any legal petition against Omfed should be submitted.
- xiv) Bank Statement for the month of July 2024

APPLICATION – TECHNICAL BID

FOR ENGAGEMENT OF LABOUR CONTRACTOR TOWARDS WORKS ON JOB CONTRACT AT SAMBALPUR DAIRY.

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

- Telephone No. : _____
- FAX No. : _____
- E-mail Address : _____
6. Full address of Operating / Branch : _____
Office. _____
- Telephone No. : _____
- FAX No. : _____
- E-mail Address : _____
7. Name & telephone no. of Authorised : _____
Officer / person to liaise with Unit(s)
8. Banker of the Contractor : _____
9. Details of the License. : _____
(Valid labour contract license obtained
from competent authority
Xerox and attested copy to be enclosed)

Signature of Bidder

10. PAN / GIR No. : _____
(Attach attested copy)
11. GST Registration No. : _____
(Attach attested copy)
12. E.P.F Registration No. : _____
(Attach attested copy)
13. E.S.I Registration No. : _____
(Attach attested copy)
14. Financial turnover of the tendering **Contractor** for the last 3
Financial Years.

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2020-21		
2021-22		
2022-23		

16. 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	Provisio n of Marks	Maximum Marks	Marks Secured	Remarks
1	Year of Registration				
i.	Between three (03) years to Five years (05) years	05 marks	10		Attach copy of Registration Certificate
ii.	Between Ten (05) years & above	10 marks			
2	Turnover				
i.	Between fifty (50) Lakhs to (01) Crore	05 marks	20		Attach copy of balance sheet and PL accounts of last three year 2020-21, 2021-22 & 2022-23
ii	Between (01) Crore to (1.50) Crore	10 marks			
iii.	(01.5) Crore & above	20 marks			
3	Experience Certificate				
I	Between three years (03) to Five years (05) years	10 Marks	20		Attach copy of experience in any Govt. / Municipality /PSU
ii.	Five years (05) and above	20 Marks			
4	Currently Providing Number of Manpower personnel in Govt. Organization/ Municipality/PSU				
i.	> 20 Nos and <40Nos	10 Marks	20		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 Apr'24, May'24 & June'24 (List to be attached)
ii	> 40 Nos and < 60Nos	15 Marks			
iii.	>60 Nos and above	20 Marks			
5	Annual Single Contract Value Per Govt. Organization during each year 2020-21, 2021-22 & 2022-23.				
i.	>Rs0.25 Cr and < Rs 0.5 Cr	10 Marks	20		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			
7	Work Plan Presentation		10		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.
	Total		100		

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
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:

APPLICATION – FINANCIAL BID
(To be filled up and submitted for works on Job contract basis)

SCHEDULE-A

Jobs to be carried out at Omfed Sambalpur Dairy

Sl.No	Item	Appx. Volume of work per day	Offered Rate		Analysis of Rate per Unit		
			Rate per Unit	Total Amount	Basic Cost per Unit	Statutory contribution (*)	Service charge (Absolute amount)
1	2	3	4=6+7+8	5=(3X4)	6	7=(6)* 32.76%	8
1.	Ancillary job pertaining to collection of Milk pouches.	50000 Ltrs.	Rs..... /1000 Ltrs. Milk.				
2	Ancillary Job pertaining to preparation of Sterilized Flavoured Milk.	500 Bottles.	Rs..... /Bottle				
3.	Ancillary job pertaining to Paneer Production	750 Kgs	Rs...../ Kg.				
4.	Ancillary job pertaining to Production of Chhenapoda	20 Kgs.	Rs..... /Kg.				
5.	Ancillary job pertaining to Production of Plain curd in cup.	100 Kgs.	Rs...../ Kg.				
6.	Ancillary job pertaining to Production of Sweet Curd in cup.	200 Kgs.	Rs...../ Kg.				
7. (a)	Ancillary Job pertaining to Production of Lassi (Seasonal)	40,000 pouches	Rs..... /pouch				
7 (b)	Ancillary Job pertaining to Production of Butter Milk (Seasonal)	4000 Pouches.	Rs. /pouch.				

**N.B: Detail Description of works has been furnished on Page no.21-30
GST As applicable shall be paid extra.**

**Signature of Bidder
Seal & Date**

Sl.No.	Item	Appox. Volume of work per day	Offered Rate		Analysis of Rate per Unit		
			Rate per Unit	Total Amount	Basic Cost per Unit	Statutory contribution (*)	Service charge (Absolute amount)
1	2	3	4	5=(3X4)	6	7=(6)* 32.76%	8
8.	Ancillary job pertaining to Production of Pouch Curd.	2000Kgs.	Rs / Kg.				
09	Ancillary Job pertaining to production of Rabidi.	100 Kgs.	Rs..... /Kg/				
10	Ancillary job pertaining to production & Packing of Khoa	20 Kgs.	Rs / Kg.				
11.	Ancillary job pertaining to production & Packaging of Ghee.	400 Kgs	Rs...../ Kg.				
12.	Loading & unloading	1.0 MT.	Rs..... /MT.				
13.	Engagement of un-skilled labour on time rate (per hour/per head) as per requirement of Plant	504 hours	Rs..... /Hour.				

N.B: Detail Description of works has been furnished on Page no.22-31

- ii. Additional Manpower on hourly basis shall be supplied by the Labour Contractor as and when required by the Plant.
- iii.. GST as applicable shall be paid extra.

**Signature of Bidder
Seal & Date**

APPLICATION – FINANCIAL BID
 (To be filled up and submitted for works on Job contract basis)
SCHEDULE-B

Jobs to be carried out at Ice Cream Plant:

Sl.No.	Item	Appox. Volume of work per day	Offered Rate		Analysis of Rate per Unit		
			Rate per Unit	Total Amount	Basic Cost per Unit	Statutory contribution(*)	Service charge (Absolute amount)
1	2	3	4	5=(3X4)	6	7=(6)* 32.76%	8
1.	Ancillary job pertaining to preparation of Mix for packing of Ice Cream in cups/cones/packets.	200 Ltrs.	Rs...../ Ltr.				
2.	Ancillary job pertaining to packing of Ice Cream in cups/ cones/ Candies	100 Ltrs.	Rs...../ Ltr.				
3.	Ancillary Job pertaining to packing of Candy/Lollies.	100 Ltrs..	Rs...../ Ltr.				
4	Ancillary Job pertaining to packing of 750 ml to 5 L packets	100 Ltrs	Rs..... /Ltr.				

N.B. GST As applicable shall be paid extra.

Signature of Bidder
Seal & Date

N.B:

- (1) **The Bidders shall quote the rate of jobs considering the Minimum Wage applicable to an Un-skilled worker.**
- (2) **All the jobs are co-related; selection of lowest bidder shall be decided considering the total sum of all jobs. For this purpose, the bidder has to quote for all jobs. Rate quoted partially shall be summarily be rejected.**
- (3) **Two digit after decimal should be considered in the calculation sheet.**
- (4) **The contractor shall ensure deposit of all statutory dues as mentioned below, along with applicable GST and on production of deposit evidence, the dues of the contractor shall be released in the said regard.**
- (5) **Illustration for calculation of quoting rates furnish in page: 20**

BREAK UP OF STATUTORY CONTRIBUTIONS.

Sl.No.	Particulars	Other	Percentage
1	P.F. Employer Contribution	-	13%
2.	E.S.I. Employer Contribution	-	03.25%
3.	Bonus	-	08.33%
4.	Leave Salary	18 days annual	5.66%
5.	N & F Holidays	08 days annual	02.52%
	Total		32.76%

ESCALATION CLAUSE: -

If minimum wages increase during the period of engagement under Minimum Wages Act 1948, the column value at (6) shall be increased pro-rata basis accordingly with same rate with all statutory dues, excluding service/agency charges, which shall be as under.

- i. If minimum wage increases within the contract period of engagement, the column value at (6) shall be increased accordingly.
- ii. On such increase, statutory contributions as applicable from time to time, the column value at (7) shall be changed and reimbursement on production of documents as proof of deposit.
- iii. **There shall be no change in the service charge i.e. the column value at (8) during the contract period.**
- iv. GST as applicable from time to time shall be released /paid on production of deposit evidence.

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

**Signature of Bidder
Seal & Date**

ILLUSTARTION FOR CALCULATION

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 Production, Packaging & transfer of White Butter (Seasonal)	2000 Kgs.	Rs.1.28/ Kg	2000.00	1.00	0.24	0.04
2	Ancillary job pertaining to SFM (A2 & Normal SFM) 200 ml. Bottles and A2 500ml bottles	5000 Bottles	Rs.1.28/ Bottle	5000.00	1.00	0.24	0.04
3	Ancillary job pertaining to Paneer making and packing	500 Kgs	Rs1.28/ Kg	500.00	1.00	0.24	0.04
4	Ancillary job pertaining to Chhena poda making and packing	10 Kgs	Rs.1.28/ Kg	10.00	1.00	0.24	0.04
5	Ancillary job pertaining to Sweet Curd (Cup) making and packing	300 Kgs	Rs.1.28/ Kg	300.00	1.00	0.24	0.04

N.B: GST will be paid extra

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

**Signature of Bidder
Seal & date**

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.

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

SCHEDULE-A

(A) POLY PACK SECTION:

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

- Prior to operation, the poly pack machine (inside & outside), pipelines, valves, overhead tank etc. are to be cleaned properly.
- Plastic crates are required to be washed & cleaned properly before starting of the production. If these are found un-cleaned/dirty even after washing, then no payment on this job shall be released.
- Collection of all required raw materials. Crates & packing materials from store/ anywhere in the plant premises/stored at different sub stores to work place.
- Collection of Milk pouches from the poly pack machines heads and sorting the same in the properly washed and cleaned plastic crates of 10 ltrs. Capacity each.
- Transfer of leaky pouches, short weight, excess weight, market returned damaged pouches, not printed/coded pouches etc. to the leaky cutting point and cutting of such pouches, segregation of good pouches and storage of good pouches in cold store. This process shall continue till each of the production despatch in “A”, “B” & “C” shift.
- Transfer of milk pouches filled crates through the conveyer/crate trolley to the cold store and stacking properly.
- Transfer of milk pouches in crate from cold store on FIFO basis to despatch dock.
- Milk pouches in crates not delivered and available at dock should be transferred to leaky points in a continuous manner.
- Segregating of food pouches if available should be washed in chilled water, stacking in clean crates and to be stored in cold store.

Signature of Bidder Seal & date.

- Cleaning of work place, cold store, dock and nearby leaky tank before transfer of milk at the beginning of work and after completion of the job.
- Required manpower should be provided for assisting Plant Operator(s) starting from receipt of milk from Silo to till despatch covering all poly pack section.
- The Contractor shall have to pack different varieties of Milk as per the indent given by the Marketing Section within the scheduled time.
- **All the Packing losses, like Polythene/Cups/WMC should be less than 1 % if not cost to be recovered for the losses w.r.t cost of Packing material.**
- The Milk Pouch weight should be maintained as per the norms.
- The Contractor shall provide adequate suitable manpower for smooth operation and maintenance of pouch filling machines.
- Only competent and knowledgeable operators shall be provided for the operation and related works of the Packing machine and Ink Coding Machine operation.
- The log book shall be maintained for machine operation, film received, consumed and packets produced separately by the Contractor.
- Whenever any crate(s) required manual cleaning due to excess dirty and not possible to clean by crate washing machine, cleaning of such dirty crates after separation from clean crates on the dairy dock will be taken up manually with brush and detergent to be provided by the Plant. Rinsing of the cleaned crates with raw water & stacking the same on the dock near the P.P. machines and cleaning of the work place after completion of the jobs. All such cleaning activities to be carried out by the instruction of supervising staff available at the dock.
- The spare parts required for maintenance of packing materials to be provided by OMFED. For the same the contractor has to indent in advance.

(B) PRODUCTION SECTION:

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

- Plain Curd: In Cups (400g.200g.100g) (Approx.: **100Kgs/day**) in cartons.
- Sweet Curd: In cups of different size and packed in carton (Approx. **200-Kgs. /day**)
- Lassi: In pouches and to be bagged (Approx.**40000/pouches/day**) 50 pkts/bag.
- BMS: In pouches and to be bagged (Approx-**4000 pouches/day**) 50 pkts/bag).
- WMC: In pouches and to be packed in crates/cartons (Approx.**2000 pouches/day**)
- Rabidi: In cups and to be packed in cartons (Approx-**100 Kgs/day**)
- Khoa: In different pouches and to be packed in Cartons (Approx-**20 Kgs/day**).
- Paneer: In vacuum packing/machine packing packing board packets & cantoning (Approx-**750 Kgs. /day**).
- Chhenapoda: In vacuum packing/board pockets & carton (**Approx-20 Kgs/day**).
- SFM: - In 200 ml. Bottles & cartons (Approx.: **500 bottles/day**)
- Ghee: In different size (200,500,1000) ml.Jar/Tin and packed in Cartons/
(Approx.**400 Kgs/day**)

Approximate quantity may vary from season to season.

Details job description of individual milk products.

01. Ancillary job pertaining to Sterilized Flavoured Milk:

- To collect milk from process section in clean cans and bringing other raw materials like sugar, milk, powder, essence, sanitizer, empty bottles etc. from store/anywhere in the plant premises, preparing mix as per the instruction of the Shift In-charge/ authorized Supervisor.
- Printing, Cartooning and cleaning of packing materials as per the instruction of Supervisor.
- Empty 200ml. Bottles are to be cleaned rising by sanitizer properly before starting filling.

Signature of the Bidder.

- Filtration, filling in the sanitized bottles of 200 ml. Capacity (rinsing bottles in sanitizer), crown corking putting those crates in steriliser.
- After sterilization, removing the bottles from the steriliser.
- Transferring to dairy store, after cooling of the bottles fixing of label and to pack in cartons. Cartons are to be stacked properly inside the dairy store. Bottles may be packed in shrink packing and wrapping (As per required size).
- Cleaning of used can, sterilizer, steam nozzle, drain valve, rejected/short filled market return bottles & broken bottles sorted out during production, stored in the place as per the instruction of the Shift In-charge/authorised Supervisor.
- Transferring of cartons to go-down/ store and stacking properly.
- Cleaning of work place & equipment's at the beginning of work and after completion of the job.

02. Ancillary job pertaining to Paneer:

- Preparation of work place and equipment i.e. cleaning of place (from manufacturing to packing) before production, cleaning/sanitization of all required equipment's, hoops, tanks, vat etc. thoroughly. Collection of all required raw materials from store/anywhere in plant premises to the work place.
- Printing, Cartooning and cleaning of packing materials as per the instruction of Supervisor.
- All manufacturing steps of production of Paneer to be carried out i.e. heating of milk, coagulation, straining, hooping, pressing, putting blocks in chilled water, then removing blocks from chilled water and transferring them to cold store/new product cold store for drying, transfer the drying bulk from cold store/new product cold store to the cutting area, weight of bulk to be taken then cutting the paneer into required size, shape and weight, putting in printed pouches/machines for vacuum packing/thermo packing machine and printing. Then transferring those into consumer packs, in cardboard box/any suitable packaging & then pack into crates/cartons.
- Transferring the crates/cartons to cold store as instructed by the authorized Supervisor/Representative.
- After production, the work place and equipment's, utensils to be cleaned properly and the materials to be kept in proper place.

03. Ancillary job pertaining to Chhenapoda:

- Collection of required raw materials from store/ anywhere of plant premises to work place.
- For production of chhenapoda, all the manufacturing and packing steps are to be carried out i.e. chhena collection from whey, straining, grinding of chhena, mixing all ingredients like suji sugar etc. application of Ghee as depanning agent in the S.S. tray, filling of mix in S.S. Tray or mould, weighing of S.S.tray or mould to the required quantity, baking by putting the S.S. tray or mould into oven.
- Printing, Cartooning and cleaning of packing materials as per the instruction of Supervisor.
- Transferring the packed materials to the cold store, bringing the same to packing room, removing blocks from S.S. tray/mould, weighing of Chhenapoda blocks, cutting of Poda to the required size & weight as per the requirement, putting those pieces in printed polystyren pouches/machines & vacuum sealing of the pouches, putting them into consumer packs, any suitable packets and cartons and transferring the cartons to cold store as assigned by the authorized Supervisor.
- Once the production and packing is completed, the equipments and work place are to be cleaned thoroughly as per direction of Supervisor, putting the materials in proper place, besides any other work as per the instruction.

04. Ancillary job pertaining to Production of Sweet Curd & Plain Curd in cup:

- Transfer of Raw Materials to the manufacturing point from store/anywhere in the plant premises.
- Printing, Cartooning and cleaning of packing materials as per the instruction of Supervisor.
- S.S.Trays and S.S.Trolleys are cleaned properly and transfer to the work place.
- Preparation of mix as per the direction of Supervisor. Filling of the mix in 80gm/100gm/200gm/400gm/desired size in empty containers manually/semi-automatic curd filling and sealing machine, putting lids on the manually, filled cups/sealing. Placing the filled in cups in cleaned aluminium/S.S.trays and S.S. trolleys, cleaning outer surface of manually filled cups by hot water.
- Transfer of the trolleys to incubation room and after proper incubation to product cold stores. Cleaning of vats, S.S. pipelines, containers working place, trays etc. after completion of the job.
- Cleaning the outer surface of the cups, Re-sealing/re-capping of not properly sealed caps, if any. Keeping it inside the carton of size 4Kg. /8Kgs/10 Kgs/appropriate capacity and fixing of adhesive tapes on the cartons.

- Transfer of the finished product cartons to the product cold store/despatch cold store.
- Cleaning of all equipment's, pipelines, filling machine, overhead tank cold store and work site after completion of the job and keeping the unused cartons & other materials in proper place.

05. Ancillary job pertaining to Production of Lassi and Butter Milk.

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

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

- Transfer of raw materials & packing material to work site, preparation of mix as per the direction of Production Supervisor.
- Printing, Cartooning and cleaning of packing materials as per the instruction of Supervisor.
- CIP the pipelines, vats, storage tank, overhead tank, pouch filling machine before starting the work.
- Transfer of mix to overhead tank and packing in pouches of required size by automatic pouch filling machine.
- Placing the pouches in properly washed and cleaned plastic crates like, milk packing and transferring the same to incubation room and finally to cold store after curd setting.
- Cleaning of equipments, pouch crates, pipelines, pouch filling machine, overhead cold store and work site after completion of the job.
- Transfer of filled up pouch crates from the product cold store to the work site.

Signature of the Bidder.

- Cleaning of outer surface of the pouch/segregation of leaky packets and placing exactly 20 pouches inside each 10 Kg. Capacity carton and fixing up adhesive tape on the same.
- Cutting up leaky packets and filling the curd in cans. These cans should be transferred to the place as per the direction of the Supervisor and cleaning of the work site after completion of the job, **staking of unused cartons in proper place**. Cleaning of pouch crates properly and stacking in appropriate place.

07. Ancillary job pertaining to Production of Rabidi:

- Collection of raw materials and packing materials from processing and store, cleaning of Rabidi making pan with the detergent and sanitizer as per the direction of the Supervising staff and heating the milk in vat and concentration of milk to the volume as directed by Supervisor.
- Printing, Cartooning and cleaning of packing materials as per the instruction of Supervisor.
- Addition of sugar as per the direction of the Supervisor and preparation of the finished Rabidi. The volume of finished product should be 33% of volume of milk.
- Filling the finished product in 80 gms/100 gms/required size cups, cooling in cold store, sealing manually/semi-automatic cup filling machine, putting lids on the manually filled cups/sealing. Cleaning outer surface of the cups, arranging the same in the cartons and transferring to cold store. Cleaning of the work site and utensils/equipment's before beginning of the work and after completion of the job. Transfer of finished products to product cold store/despatch cold store.

08. Ancillary job pertaining to production of Khoa.

- Collection of raw materials and packaging materials from store, cleaning of Khoa pan with the detergent and sanitizer as per the direction of the Supervising staff and heating the milk in vat, continuous kneading and concentration of milk to the volume as directed by the Supervisor.
- Printing, Cartooning and cleaning of packing materials as per the instruction of Supervisor.
- The volume of finished product should be min 20%- 25% of volume of milk or as instructed by the Supervisor/Shift In-charge.
- Filling the finished product in required size pouches, cbx, cooling in cold store, sealing manually/semi-automatic filling & packing machine. Arranging the same in the cartons and transferring to cold store. Cleaning of the work site and utensils/equipment's before beginning of the work and after completion of the job. Transfer of finished products to product cold store/despatch dock.

Signature of the Bidder.

09. Ancillary job pertaining to Ghee Production and Packing:

- Collection of raw materials like, white butter/cream from processing area or from cold store and also the packing materials from store/anywhere in the plant premises to the work site.
- Printing, Cartooning and cleaning of packing materials as per the instruction of Supervisor.
- Print the packing materials as per the instruction of Supervisor.
- Preparation of Ghee from White Butter/Cream including blending by putting tin ghee, filtration, transfer for settling tank, brining ghee after preparation in Can/tin/barrel to ghee jar/tin packing room. Preparation of ins/jars of 200 ml/500ml, 1 ltr./5 ltrs/15 ltrs.tin or any other size. Filling with required quantity of Ghee as required for packaging in sealing machines. Putting the pack in cartons, sealing of cartons with gum tape (Bopp) and strapping tape, stacking of cartons in proper places, cleaning of ghee production utensils and packing area, arranging unused packing materials properly. Transfer of ghee cartons/tins to store/transfer to other units for sale or transfer.
- Cleaning of all equipment's, pipelines, filling machine, Ghee tanks etc. and work site after completion of the job and keeping the unused cartons and other materials in proper place.

10. Cleaning of Plant premises/Building as scheduled below:

Sl.No. I t e m.

- I Cleaning/sweeping of floors of all the buildings inside the plant premises thrice daily.
- Ii Cleaning of all furniture once a day.
- III Cleaning of plant premises other than the building area twice a day
- IV Cleaning of all toilets twice a day.
- V Cleaning of hard park area twice a day.
- VI Cleaning of all equipment's other than electrical items once a day.
- VII Cleaning of light fittings/fans twice a week.
- VIII Cleaning of window glasses, ceilings and walls once in a week.
- IX Cleaning of all manhole chambers connected to effluent treatment Plant in a fortnight.
- X Cleaning of surface drain in a day.
- XI Cleaning of soak pits once in a year. All required tools/tackles are to be provided by the bidder. Cleaning material like detergent, disinfectants shall be providing by plant.

SCHEDULE-B: ICE CREAM PLANT:

1. Ancillary job pertaining to preparation of Mix:

- Collecting all the packing materials from store/ anywhere of plant premises and print the packing material by machine/manually
- Collecting various raw materials like, milk, cream, WB, SMP, Sugar etc. reconstitution of Milk Powder.
- Preparation of Mix & fruits items, processing & ageing as per the requirement & instruction of supervisor, utilizing all required raw materials.

Signature of bidder.

- Storing in ageing tank, cleaning/sanitization of all equipment's/pipelines, valves and used utensils and cleaning of work place before beginning of the work and after completion of job.

02. Ancillary job pertaining to packing of Ice Cream in cups/cones/packets:

- Collecting packaging materials from store as per requirement, transferring mix from ageing tank to continuous freezer through flavouring tank.
- Printing, Cartooning and cleaning of packing materials as per the instruction of Supervisor.
- Packing of Ice-cream in different size packets (as per requirement), packing of Ice Cream in different size cups, cones, putting covers in cups, cones, transferring them into hardening rooms, followed by transferring to cold store, cups/cones in cartons, transferring the cartons to cold store.
- All type of Ice Cream packed in carton, whenever required for dispatch will be transferred to dispatch dock in appropriate time to maintain quality by the instruction of Supervising staff of the Unit. The said stock will be handed over to vehicle/party in safe. If not delivered, the said stock will be restored at appropriate store to avoid spoilage. All such activities will be under the instruction and guidance of supervising staff.
- Cleaning of work place before beginning of the work and after completion of job as per instruction of Section In-charge/Supervisor.

03. Ancillary job pertaining to Packing of Candy/Lollies:

- Transferring of mix to appropriate containers, putting mix in moulds , attaching stick in stick holders, fixing stick holders in moulds, transferring filled in moulds to Candy Machine, taking out the moulds after setting up of candy/lollies, transferring the candies with stick holders after proper process requirement.
- Printing, Cartooning and cleaning of packing materials as per the instruction of Supervisor.
- Putting the Candy/Lolly in wrapper, putting the packets in cartons and keeping the cartons in cold store.
- Cleaning and sanitization of all equipments, cleaning of work place before beginning of the work and after completion of job as per instruction of Section In-charge/Supervisor.
- All type of Ice Cream packed in carton, whenever required for dispatch will be transferred to dispatch dock in appropriate time to maintain quality by the instruction of Supervising staff of the Unit. The said stock will be handed over to vehicle/party in safe. If not delivered, the said stock will be restored at appropriate store to avoid spoilage. All such activities will be under the instruction and guidance of Supervising staff.
- Cleaning of Crate before and after use.

Signature of bidder.

SCHEDULE-C: MISCELLANEOUS JOBS AT SAMBALPUR DAIRY:

(1) Loading & un-loading:

- Loading and unloading of finished/raw materials like Ghee, empty bottles, WMC & any other milk, milk products & horticulture products from production/finished product go-down/ cold store to horticulture store/dispatch dock/other units of Omfed.
- Loading & unloading of raw materials like SMP, Poly Roll, packing materials, Caustic to go-down.

Hired manpower:

- Hired manpower is required to be engaged in Maintenance, Laboratory, Processing, Product, Despatch Poly Pack, Marketing, Store Office, purchase, Ice-Cream Plant of Sambalpur Dairy.

All these above work should be carried out within the stipulated time and as per instruction of Section In-charge/Supervisor.

Signature of Bidder.

DECLARATION

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

Full Signature of Bidder

Address for Correspondence:

Place :

Date :

Telephone No.:

DRAFT AGREEMENT

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

BETWEEN

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

AND

M/s _____, referred to as “the CONTRACTOR” (which expression shall, unless repugnant to the context or meaning thereof, include their success or in interest and assigns) of the OTHER PART.

Whereas OMFED, engaged in the business of production, processing and marketing of Milk, Milk products & Agri products has decided to engage labour on job contract and man-days basis through experienced contractors, having valid labour license, for carrying on its business at different places and published notice therefore in local newspaper and official website.

AND WHEREAS the CONTRACTOR, who is in the business of the said jobs and supplying labour for various jobs and having valid license for such purpose, has submitted his offer and negotiated the rates in pursuance of the notice to look after labour arrangement and deployment on job contract basis in OMFED.

AND WHERE AS in consideration of the offer of the CONTRACTOR and negotiation held, OMFED has decided to entrust the different works on job contract basis as indicated in the schedule, of its _____ unit to the CONTRACTOR on the terms and conditions here in after contained.

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

5. Tender document and terms and conditions specified there in will be part of this agreement.
6. The CONTRACTOR may seek pro-rata revision of rates mentioned herein except service charge in the event of revision of minimum wages by the Government of Odisha, Labour Department during agreement period and may claim differential payment therefore on acceptance of the proposal for such revision by OMFED, subject to compliance of direction, if any, to that effect. Besides statutory contribution and GST, as applicable from time to time, shall be paid on production of documents towards payment of the same.
7. The CONTRACTOR shall have to make payment to the Labourers engaged in the presence of the authorized representative of OMFEED or Unit Head concerned by the 7th day of the successive month as per statutory requirements whether payment for the respective period so paid or not to the contractor by OMFED. The payment to the Labour engaged by the CONTRACTOR should not fall short of minimum wages prescribed by the State Govt. & taken into consideration by OMFED.
8. The CONTRACTOR shall have to produce all the supporting documents and photocopies of the challans in respect of deposits towards PF, ESI, GST and other statutory dues of the preceding month of the billing period for realization of payment in time as per the agreement. The Contractor shall ensure the deposit return before the PF Deptt. in time & to take responsibility to clear up outstanding dues if any, of the said period.
9. The CONTRACTOR shall ensure round the clock execution of jobs earmarked and assigned in time. The work assigned to Contractor shall be completed in specific time. No work shall be kept pending. In case contractor fails to complete the work in time, any loss or damage arising out of non-completion of work & engagement of outside labour, the same shall be recovered from the contractor from any amount payable to the contractor under the contract, as a debt payable by the contractor. If contractor fails to carry out the instruction as per contract, OMFED will deduct the sum as determined by Chairman-cum-Managing Director/Plant Manager as penalty from Contractor's Bill/Security deposit and shall terminate the contract on repetition of such default without any prior notice.
10. The CONTRACTOR shall comply with all the statutory requirements under various Acts and Rules as applicable to the establishment of OMFED, so also Contractor's Establishment pertaining to work entrusted to the Contractor and contract labourers engaged in the said job. In the event of non-compliance to the statutory requirements like deposit of PF, ESI & GST, the payment shall be held up without any notice till necessary compliance is made by the Contractor. However, liability of OMFED, if any, on account of such non-compliance of statutory provision shall be chargeable to the account of the Contractor and shall be deducted from the pending bills of the Contractor.
11. The CONTRACTOR shall not be allowed to engage labourers to work more than the prescribed working hours i.e. Eight Hours per day or forty-eight hours in a week. However, under certain compelling circumstances like sickness of any labour on duty or proceeding on leave on compassionate ground only or as situation requires, permission may be granted by OMFED or on its behalf by the Unit Head or Authorized Officer to carry out the overtime for a specified period of time.

12. The Contractor will be entirely responsible for execution of this contract in all respect in accordance with the condition of the agreement and shall not assign or sub-let the same.
13. In case of any accident, the compensation as levied upon by the Competent Authority under Employees Compensation Act shall have to be paid by the Labour Contractor to the legal heir of the deceased or the person concerned in case of partial or total disablement. The Federation shall have no liability in this regard.
14. That the CONTRACTOR is required to provide welfare and health facilities to the contract labours and must ensure that all the statutory obligations as per C.L. (R&A) Act, 1970 and Orissa Rules, 1975 and other Labour Acts and non-compliance of legal provision, he will be held solely responsible
15. The contractor shall finalize the actual deployment of labour in the assigned job in different shifts on the basis of availability of jobs in consultation with the concerned Unit Head, OMFED or his Authorized Representative or such other authorized Officer. The OMFED shall not be responsible to provide any work to the labourers, if the Unit remains closed due to the reason beyond control.
16. The CONTRACTOR will also ensure that labour remain detached from the influence of local anti-social elements and not to indulge in any political or union activities.
17. The CONTRACTOR should ensure deployment of personnel, free from any criminal background or any police case and furnish the names and antecedents of all the labours at the time of deployment. All the deployed labour should be providing with photo identity card and should have PF & ESI number which shall have to be recorded in the movement/placement order as well as in wage sheet.
18. The labour contractor shall have to furnish a list of labourers along with their weekly off after ascertaining the actual requirement of no. of labourers from the OMFED (Plant Manager). The contractor will not have any claim or proportionate sharing of no. of labours supply with other contractor engaged in the plant.
19. The CONTRACTOR shall make good the losses sustained by OMFED attributable to the negligence or as a result of theft/Pilferage committed by the labour engaged by him. In the event of theft or pilferage or un-towards incident, the mater shall be reported to the police immediately. The contractor shall regularly pursue the matter with police Authority in the event of any complaint or F.I.R. lodged with the police authority and report the status of the case to OMFED from time to time.
20. The Contractor shall ensure that labours provided by him shall maintain discipline inside the campus and shall not work under influence of alcohol or prohibited drugs and shall behave in a decent manner to OMFED staff, Officers and visitors as well.
21. The CONTRACTOR shall deposit **Rs.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 9** 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 existing 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 25** of this Agreement, if any party has any grievance, it will be under the territorial jurisdiction of appropriate Court at Bhubaneswar only.

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

For & on behalf of the Contractor.



Authorized Signatory of the Contractor

(With Seal)

For & on behalf of OMFED



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

(With Seal)

Signature in presence of

01.

02.

01.

02.