



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.comWebsite:www.omfed.com

e-Procurement Notice for Engagement of Labour Contractor on Job Basis & Mandays Basis at Omfed Cattle Feed Plant, Radhadamodarpur

Bid Identification No. HRD/LC/2025/CFP-RADHADAMODARPUR/07

1. OMFED invites e- Tender from reputed registered and experienced Labour Contractors for engagement as Labour Contractor to perform different works on Job basis & Mandays basis at Omfed Cattle Feed Plant, Radhadamodarpur, Pin-754297 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 CFP-Radhadamodarpur both on job basis and Mandays basis

Name of work	Estimated Cost (Rs)	Availability of Tender through online bidding at https://tendersodisha.gov.in		Date of opening Technical Bid	Period of Completion
		From	To		
Labour Contractors for Mandays Basis & Job Basis	Rs.1.50 Crores	6.5.2026 on 10.00A.M	26.05.2026 on 01.00P.M	27.05.2026 At 3.00 P.M	12 months

3. Cost of Tender Paper **Rs 11,800/-** 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 and will not be published in the newspaper.
5. 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 6.05.2026 to 01.00 PM of 26.05.2026**.
6. The Pre Bid Meeting will be held **on 15.05.2026 at 3.00 P.M** at Omfed Corporate Office, D-2, Saheed Nagar, Bhubaneswar.

7. Technical Presentation date will be intimated later on.
8. 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.
9. **Techno- Commercial Bids received online shall be opened Technical Bid on 27.05.2026 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.
10. EMD of Rs. 1.50 Lakhs (Rupees One Lakh Fifty thousand only) has to be deposited by the bidder.
11. The Co-Operatives, Govt. bodies, NSIC and MSME registered firms are exempted from submitting required EMD but they have to deposit Tender cost.
12. EMD of unsuccessful bidders may be refunded after completion of the tender process.
13. 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.
14. The Managing Director, OMFED reserves the right to accept/reject any or all the bids without assigning any reason thereof.
15. OMFED reserves the right to increase or decrease the Particulars of job details delivery as per the requirement of the Federation.
16. 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.

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Tender document for engagement of labor contractor towards engagement of labour on Job Basis and Mandays basis at CFP-Radhadamodarpur	
Bid Identification No.	HRD/LC/2025/CFP-RADHADAMODARPUR/07
Cost of Tender Form	Rs.10,000/-+18%GST
Schedule-I	Eligibility Criteria
Schedule-II	Scope of Work , General Terms & Conditions
Schedule-III	Checklist and Technical Bid
Schedule-IV	Financial Bid format
Earnest Money Deposit	Rs1,50,000/- (Rupees One Lakh Fifty thousand only)
Contact Person	Dr. Biswaranjan Tripathy Nodal Officer Mob: 6372683032
Pre Bid Meeting	Dt. 15.05.2026 at 3.00 P.M
Last date and time for submission of tender document	Dt.26.05.2026, 01:00 PM
Date & Time for opening of Tender	Dt.27.05.2026, 03.00 PM
Technical Presentation	Will be intimated later on
Address for communication	Managing Director, The Odisha State Co-operative Milk Producers' Federation Ltd.D-2, Sahid Nagar, Bhubaneswar-751007 (Odisha)

**Managing Director
OMFED**

SCHEDULED-I
ELIGIBILITY CRITERIA OF BIDDER

1. The Company /Firm/Agency should be registered with the appropriate Registration Authority
2. The Firm / Agency should be registered under the following Appropriate Authority.
 - a) Labour license from Labour Officer under the Contract Labour (Regulation & Abolition) Act, 1970.
 - b) Employees Provident Fund Organization & Employees State Insurance Corporation.
 - c) Income Tax & GST
3. They should have their own Bank Account in the name of firm or Agency. They must submit Bank Statement copy for the month of Jan'2026..
4. 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,2022-23,2023-24 and 2024-25.
5. The accounts of the Firm should have audited for consecutive 3 (three) years i.e. for the year 2022-23, 2023-24 and 2024-25.
6. The Firm/Agency should have updated IT Return for the financial year 2022-23, 2023-24 and 2024-25.
7. Copy of Monthly ECR for EPF & ESI deposit slip for 03 (three months) should be submitted. i.e. for (Jan'26, Feb'26 & Mar'26).
8. The Firm has to provide copy of GSTR-1 & 3B for last one quarter (March'26) or three months (Jan'26, Feb'26 & Mar'26).
9. The Firm/Agency must have at least 3 years of experience for engagement of workers in reputed organizations of Odisha /other State.
10. 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.
11. 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.
12. 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.
13. 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 Basis & Mandays basis at **Omfed Cattle Feed Plant, Radhadamodarpur** having cattle feed production of 700 MT-1000 MT appx. per month .

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. New Biometric Machine (Face & Thumb) with UPS Backup must be installed at Omfed Dairy Jeypore Dairy Campus by the Labour Contractor for their employees at his own cost and should be connected to Administrative Section; Attendance will be calculated from Biometric Machine.
8. The Contractor has to provide Identity Card, Employment Card and Wage Card to each Worker at his cost as required under the Contract Labour (Regular & Abolition) Act, 1970 read with Orissa Rules under the Act.
9. Payment to the Contractor shall be made once in a month on submission of bill in triplicate. Monthly bills/ GST e-invoices may be submitted as per GST guidelines.
10. No payment shall be released if work performance is unsatisfactory.
11. Labourers deployed should maintain strict discipline as per rules in the Plant premises. Contractor shall ensure healthy hygienic practice in food safety and handling.
12. Successful bidder will be communicated to deposit interest free Security Deposit of **Rs12,00,000.00 (Rupees twelve Lakhs Only)** within seven working days of such communication. If the bidder fails to deposit the Security Deposit within 7 working days, OMFED reserves the right to reject his bid unless the date line to deposit Security Deposit is extended by OMFED for any valid reason. The Security Deposit will be retained for the period of the Contract and is refundable without any interest after the period of contract is over unless forfeited in case of breach of agreement. On deposit of the Security Deposit within the prescribed date line, an agreement will be signed between the bidder and OMFED to undertake this work. No payment shall be released to the bidder unless this agreement is signed.
13. All required materials, to execute the job, shall be supplied by the Plant except tools and tackles.

14. The Contractor shall provide Identity Card, Employment Card and Wage Card to each worker at his cost as required under the Contract Labour (Regulation & Abolition) Act, 1970 read with Orissa Rules under the said Act.
15. 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.
16. The Contractor has 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.
17. 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.
18. If a firm quotes “NIL” charges/consideration, the bid shall be treated as unresponsive and will not be considered.
19. As per Biometric Attendance (both Face & finger recognition) system will be mandatory for all
20. 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.
21. Agency/Contractor engaged for providing required service and blacklisted by OMFED or any other Organization due to reasons whatsoever shall not be eligible to participate in the Tender.
22. Offer without EMD of Rs. 45,000 (Rupees Forty five hundred only) in shape of DD infavour of Omfed payable at Bhubaneswar will not be taken into consideration.
23. 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.
24. The EMD of the Preferred Bidder shall be returned upon the Preferred Bidder furnishing the Performance Security.
25. If any bidder is awarded with the work, but does not carry out the work, his Security Deposit/EMD shall be forfeited.
26. 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.
27. The Omfed Management is at liberty to relax the eligibility criteria if feel necessary considering the nature of work.
28. The tender committee, Omfed reserves the right to decide the engagement of contractor more than one, in order to facilitate timely and uninterrupted works.

29. 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.
30. Cooperative, Govt. body, NSIC, & MSME registered firms are exempted from submitting required EMD but they shall deposit the Tender Cost.
31. An Agreement shall be signed with the successful bidder as per specimen enclosed. Counter terms and conditions will not be accepted.

32. **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.

33. **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 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.

34. **Payment:**

Monthly Bill along with proof of payment and other documents as stated below has to be raised by the Contractor after Payment of monthly Wages to the Labourer & after depositing the statutory dues of the Labourer, by 7th day of every succeeding month and **Omfed Cattle Feed Plant, Radhadamodarpur** 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 Omfed Cattle Feed Plant, Radhadamodarpur

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) Company /Firm Registration certificate
d) IT Pan No. & latest IT Return for the financial year 2022-23, 2023-24 and 2024-25
4. Experience certificate, for engagement of workers in reputed organization in Odisha during last 3 years.
5. Proof of Audited financial statement for consecutive 3 years shall be furnished. (2022-23, 2023-24 & 2024-25)
6. Copy of Monthly ECR for EPF & ESI deposit slip for 03 (three months) should be submitted. (Jan'26, Feb'26 & Mar'26).
7. The Firm to provide copy of GSTR-1 & 3B for last one quarter (March'26) & three months (Jan'26, Feb'26 & Mar'26).
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 Apr'2026.

STANDARD FORMAT OF EVALUATION

NAME OF THE BIDDER:

I. Stage One

Sl. No.	Criteria	Provision 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.	(05) years & above	10 marks			
2	Turnover				
i.	Between fifty (50) Lakhs to (01) Crore	05 marks	10		Attach copy of balance sheet and Trading & PL accounts of last three year 2022-23, 2023-24 and 2024-25
ii.	Between (01) Crore & above	10 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 Jan'26, Feb'26 & Mar'26 (List to be attached) To determine the number of workers engaged the monthly EPF/TRRN/ECR number may be taken as documentary evidences.
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 2021-22, 2022-23 & 2023-24.				
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			
6	Work Plan Presentation				
			20		Presentation of the Work plan through PPT, not more than 05 to 10 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 60

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 FOR CFP-RADHADAMODARPUR
(To be filled up and submitted for works on Job Basis & Mandays basis)**

SCHEDULE OF WORKS

Sl. No.	Item	Unit	Approx. Volume of work per month	Total Amount	Rate per Unit	Break Up of Rate per Unit		
						Basic Rate per Unit	Statutory contribution - 32.76%	Service charge (Absolute amount)
1	2	3	4	5= 4x6	6= 7+8+9	7	8= (7)*32.76 %	9
1	Unloading of different Raw Materials packed in gunny bags of different weights from the transport vehicle carrying the same to the Godown or as directed by plant, stacking the same at a safe height.	MT	2000 MT per month		Rs. _____ per MT			
2	Removal of the Raw Material from the stack and carrying the same to the dumping hopper opening of the Raw Material bags & dumping the Raw Material in the hopper slowly including breaking of lumps, if any, to pass through the hopper grill.	MT	1900 MT per month		Rs. _____ per MT			
3	Preparation of Pre-mix in right proportion which include different items to be used in the feed in a small quantity by carrying the items from inside the go down, mixing the same properly and putting the mix inside a bag weighting maximum 60 Kg. Dumping the same in the premix dumping hopper as per requirement as per instruction.	Bag	100 MT per month		Rs. _____ per MT			
4	Transfer of finished products filled in bags of different weights maximum 70 kg per bag from the slat conveyor and stacking the same in proper order in the finished product go down up to a 10 stacks maximum as per the instruction.	MT	2000 MT per month		Rs. _____ per MT			
5	Removal of finished product bags from the stack properly and loading the same on the delivery vehicles with proper stacking.	MT	2000 MT per month		Rs. _____ per MT			
6	Cleaning of empty raw Material bags and bundling the same (50 bags/Bundle)	Nos.	500 nos per month		Rs. _____ per Unit			
	(i) Manual cleaning							

7 (a)	Unloading of gunny bag bale from the transporting vehicles & stacking the same in the godown. Up to 300 bags/ Bale	Nos.	100 nos. of bale per year (Non-Recurring)	Rs. _____ _per Bale			
7(b)	Unloading of gunny bag bales from the transporting vehicles & stacking the same in the godown (i) More than 300 bags/bale.	Bale	100 per year (Non-Recurring)	Rs- _____ per Bale			
8	High stack of raw materials & finished products at RMG & FPG(Beyond 10 bags)	MT	100 MT per year(Non-Recurring)	Rs _____ Per MT			
9	Begging & Stitching of finished products filled in begs of different weights maximum 60 kg per bag.	MT	2000 MT	Rs _____ Per MT			
10	Engagement of Un-Skilled Labour on Mandays (per hour /per head)	168 Hrs/ Day	PER HOUR				

N.B: GST will be paid extra

Signature of Bidder Seal & Date

N.B:

- i. The Bidders shall quote the rate considering the Minimum Wage applicable.
- ii. Two digit after decimal should be considered in the calculation sheet.
- iii. 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.

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%
	Total		32.76%

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

Number	Text	Number	Text	Number	Number	Text
	Item description	Quantity/ Approx. Volume of Works per month	Units	Basic Rate	Total Amount without Taxes	Total Amount in Words
2	Unloading of different Raw Materials packed in gunny /HDPE bags of different weights from the transport vehicle carrying the same to the Godown or as directed by plant, stacking the same at a safe height as per DTCN terms and condition.	2000.000	PER MT	1.00	2000.00	
3	As per above item but for Service charge is not less than 3.85% & not more than 7.0% (Absolute amount)	2000.000	PER MT	0.385	770.00	
4	As per item no. 2 but for Statutory contribution 32.76%	2000.000	PER MT	0.327	654.00	
5	Removal of the Raw Material from the stack and carrying the same to the dumping hopper opening of the Raw Material bags & dumping the Raw Material in the hopper slowly including breaking of lumps, if any, to pass through the hopper grill.as per DTCN terms and condition.	1900.000	PER MT	1.00	1900.00	
6	As per above item but for Service charge is not less than 3.85% & not more than 7.0% (Absolute amount)	1900.000	PER MT	0.385	733.02	
7	As per item no. 5 but for Statutory contribution 32.76%	1900.000	PER MT	0.327	621.30	

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

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 **CFP-Radhadamodarpur**, 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 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. Incase contractor fails to complete the work in time, any loss or damage arising out of non-completion of work & engagement of outside labour, the same shall be recovered from the contractor from any amount payable to the contractor under the contract, as a debt payable by the contractor. If contractor fails to carry out the instruction as per contract, OMFED will deduct the sum as determined by Managing Director/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 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.12, 00,000.00** (Rupees Twelve Lakhs only) 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-complete months' notice in writing from either side during the agreement period except as mentioned in Clause 8 of this Agreement. However, if Notice of Termination is given from the side of Contractor and OMFED fails to make any alternative arrangement during the notice period, Contractor shall continue to provide services as per the present terms of contract till OMFED makes such alternative arrangement, which shall not exceed three months, in any case
23. The standard notice period from either side shall be three (3) months (90 days). In case the Federation is unable to appoint a new contractor within the notice period, an additional notice shall be served by the present contractor under the same payment terms and conditions.
24. 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.
25. 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.
26. 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.

27. 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

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02

02.

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.: