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**THE TAMILNADU CO-OPERATIVE MILK
PRODUCERS' FEDERATION LIMITED::**

CHENNAI 600 098

TWO PART TENDER

**FOR THE WORK OF GARDEN MAINTENANCE
AT AMBATTUR DAIRY COMPLEX,
CHENNAI - 600 098 FOR TWO YEARS (2022-2024)
TENDER VALUE:69.96 LAKH**

**PART – I
TECHNICAL – BID**

Deputy General Manager (Production)

PART-I TECHNICAL BID -I

1.TWO PART TENDER APPLICATION

From

To

M/s.

The Joint Managing Director,
T.C.M.P.F .Limited.
29 & 30 Industrial Estate,
Ambattur,Chennai-600 098.

Sir,

Sub: Two part tender for the work of GARDEN MAINTENANCE at Ambattur Dairy Complex for 24 months during the year 2022-2024 - submission of tender documents - Regarding.

Having examined the two part tender documents consisting of Part I pertaining to Pre-Qualification cum Technical Bid and Part II Commercial Bid with price quotation, I/we hereby submit all the necessary documents and relevant information for bidding the above mentioned tender.

The application is made by me/us on behalf of in the capacity ofduly authorized to submit this two part tender offer.

Necessary legal evidence in respect of authority assigned to us / me on behalf of the bidding firm is herewith attached.

I/we submit the documents herewith agreeing to all the Instructions, Terms and Conditions in the detailed two part tender.

SIGNATURE OF THE TENDERER

I/We understand that the Managing Director, T.C.M.P.F. Ltd. Chennai-35 reserves the right to reject any tender offer without assigning any reasons there for.

I /we hereby agree to hold the tender offer valid for acceptance for a period of not less than 180 days from the date of opening of part I Technical Bid.

I/We understand that the tender on acceptance will be valid for a period of two years (2022-2024) Twenty four (24) months and extendable up to 6 months on the same rate and terms and conditions from the date of execution of the agreement by the successful tenderer.

Enclosures:

1. Evidence of authority to sign
2. Part I pre-qualification - Technical bid
3. Part-II Commercial bid with price quotation

***SIGNATURE OF THE TENDERER(S)
INCLUDING TITLE CAPACITY.***

NAME:

***(IN BLOCK LETTERS)
(SEAL)***

2. INSTRUCTIONS TO THE TENDERERS

This two-part tender document consists of:

- a) Part I - Pre-qualifying technical bid
 - b) Part II- Commercial bid for price-quote schedules.
1. Read all the terms and conditions of the two-part tender carefully before you start filling up.
 2. The tenderers are requested to inspect the work site at Ambattur Dairy Complex during the working hours on any working day before submitting their tender offer so as to have firsthand knowledge of the work.
 3. The tenderers have to submit the Original set of the two-part tender (both Part-I - Technical Bid and part II Commercial Bid) duly filled in, attach necessary documents and are advised to retain the duplicate set of documents for their reference /records.
 4. The Part-1 pre-qualification cum technical bid consisting of page Nos. 01 to 27 and the part-II Commercial bid consisting of page Nos. 28 to 29 should be submitted. **The tender documents duly filled can only be submitted by e-tendering through the e-procurement website “<http://www.tntenders.gov.in> for “Tender for the work of Garden maintenance at Ambattur Dairy Complex period for two years (2022-2024) twenty four (24) months period” and is extendable up to 6 months at the same rate and on the same terms and conditions from the date of expiry of contract by the successful tenderer.**

SIGNATURE OF THE TENDERER.

5. Kindly go through the check list given and ensure compliance of the terms and conditions.
6. The tenderer is specifically informed that all the 01 to 27 pages in Part I - Technical Bid and page 28 to 29 in Part II - Commercial Bid should be signed at the bottom of each page without any omission by the tenderer/ their authorized signatory with name and seal of the firm in token of acceptance of the contents there above.
7. The tenderers who down load the documents from the web site are instructed to look for any corrigendum after the date of pre bid meeting, for any amendments if any issued. They are advised to down load the above amendments and enclose it without fail along with the technical bid documents duly authenticated. In case of failure to submit the amended documents (if any) the Federation reserves the right to reject the tender offer.

I agree to abide by the above instructions.

SIGNATURE OF THE TENDERER.

3. INTRODUCTION

Two part tender form for the work of Garden maintenance at Ambattur Dairy Complex period for two years (2022-2024) twenty four (24) months period from the date of execution of agreement by the tenderer.

This Two part tender form contains the schedules as indicated.

- | | |
|---|--|
| i) Date of pre bid meeting | 11.30 A.M on 17.08.2022 |
| ii) Last date and time for submission of the Two Part Tender both Technical and Commercial bids. | 03.00 P.M on 26.08.2022 |
| iii) Date and Time of opening of Part-1 Pre-qualification tender Technical bids | 03.30 P.M. on 26.08.2022 |
| iv) Place of pre bid meeting and Opening of Part- 1 tender Pre-qualification cum-Technical Bid and part II Commercial bids. | Office of the Joint Managing Director, TCMPF Limited, No.29&30 Industrial Estate Ambattur, Chennai-600 098. |
| v) Date and time of opening of Part-II Tender commercial bids. | will be opened normally within 90 days time from the date of opening of Part I pre-qualifications cum Technical bids on the date and time convenient to the Tender Inviting Authority and those who qualify in the part I Technical bid will be intimated the date and time of commercial bid opening. |

Noted the above

SIGNATURE OF THE TENDERER

4. General Terms and Conditions

The Two part tender for the work of Garden Maintenance at Ambattur Dairy Complex period for two years (2022-2024) twenty four (24) months period from the date of execution of work by the tenderer.

- 4.1. The tenderer should have a minimum of one year experience in Garden maintenance Work as on the date of opening of Technical bid for having provided labourers on contract basis to any Govt. organization or Cooperative Institutions or any reputed organizations. The Federation reserves the right to inspect any organization where the tenderer provided labourers on contract basis. The copies of work order or any other authenticated document to show that the tenderer has such experience should be enclosed as evidence.
- 4.2. The tenderer should furnish an Earnest Money Deposit of Rs.69,000/- (Rupees sixty nine thousand only) by means online payment only.
- 4.3. If, the tenderer claiming exemption from the payment of Earnest Money Deposit, should furnish necessary valid documentary proof for SSI registration in the form of Entrepreneurs Memorandum EM No. Part - I and Part - II as per new system and its accessories MSMED Act 2006 of Tamilnadu Small Industries Development Corporation / the District Industries centre of Directorate of Industries and Commerce for the tenderers from Tamilnadu or NSIC certificate for the tenderers from other states in respect of those items for which the registration certificate has been obtained and tenders called for by the Federation.
- 4.4. The tenderer should have minimum man power strength of 18 Nos of workers
- 4.5. The Tenderer should provide minimum 18 Nos. of workers daily towards the maintenance of Garden work for 730 days.
- 4.6. The tenderer should furnish performance certificate obtained from the previous organization where he has provided not less than 18 workers to any single organization. The performance certificate received from the previous organization should be of within the period of 5 years as on the date of submitting the tender.
- 4.7. The Tenderer should have registered under the E.P.F. & E.S.I. Act
- 4.8. The tenderer should have PAN card.
- 4.9. The tender should have GST Registration Certificate

Noted and agreed to the above

SIGNATURE OF TENDERER

- 4.10. The PART-I technical bid shall be opened on the date/time and venue specified in the presence of the tenderer(s) or their authorized representatives who opt to be present during the time of opening.
- 4.11. The Part I Technical bid specifies the Pre qualification based on various factors such as man power, strength, capacity, suitability, eligibility of tenderer etc., will be evaluated considered and decided prior to the opening of Part II Commercial bids of the tenderer
- 4.12. The tenderers who do not satisfy any/all the terms and conditions specifically so mentioned in the PART-I Technical bid, Part II Commercial Bid shall not be considered eligible and shall not be opened treating it as non responsive.
- 4.13. The Part-II Commercial bids shall be normally opened within 90 days from the date of opening of the part-I Technical bids at the convenient date and time of the Tender Inviting Authority. The Commercial bid will be opened in the presence of tenderers or their authorized representative who opt to be present at the time.
- 4.14. The date of opening Part II commercial bid will be informed separately to those who qualify in the PART-I Technical bid.
- 4.15. The Tender forms are not transferable or assignable.
- 4.16. No revision of rate will be entertained at any cost during the tender period. The variation in the GST or any other tax by the Government shall be effected on the end price to the benefit of either the tenderer or the Federation as the case may be.
- 4.17. No revision of daily wages by the District Collector etc., during the period of the contract, the successful tenderer should alone bear such escalation and the successful tenderer shall not claim any additional amount for such escalation.
- 4.18. The signatory of the tenderer should indicate his/her/their status in which he/she/they have signed and submit necessary legally/lawfully admissible documentary proof in respect of such authority assigned to him/her/them by the Firm.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

4.19. If the tender opening day is declared holiday, the tenders shall be received and opened immediately on the next working day at the same time and place.

PAYMENT OF EMD

4.20. The tenderer should pay an EMD amount of Rs.69,000/- (Rupees sixty nine thousand only). The above said EMD shall be remitted online only before the closure date and time as specified.

4.21. If, the tenderer claiming exemption from the payment of Earnest Money Deposit, should furnish necessary valid documentary proof for SSI registration in the form of Entrepreneurs Memorandum EM No. Part - I and Part - II as per new system and its accessories MSMED Act 2006 of Tamilnadu Small Industries Development Corporation / the District Industries centre of Directorate of Industries and Commerce for the tenderers from Tamilnadu or NSIC certificate for the tenderers from other states in respect of those items for which the registration certificate has been obtained and tenders called for by the Federation.

4.22. The tender either without EMD in 4.20 or the claim of exemption in 4.21 will be summarily rejected.

4.23. The EMD remitted by the tenderer shall be forfeited if the tenderer,
a) withdraws his tender after submission but before opening of the tender,
or
b) Following the opening of tender, withdraws its tender before expiration of the period of effectiveness of the tender; or
c) Fails to furnish the required Performance Security at the stage, the tenderer is required to do so as per the tender documents.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

5 SECURITY DEPOSIT:

- 5.1 After evaluation and finalization of Part I Technical bids and Part II Commercial bids, selected tenderer should furnish a security deposit amount at 5% of the order value including the EMD drawn by means of Demand Draft /Bankers Cheque from any Nationalized/ commercial Bank in favour of "The Joint Managing Director, TCMPF Ltd., Chennai - 98" payable at Chennai within 15 days from the date of receipt of work order.
- 5.2. The EMD paid already along with the tender shall be adjusted against the security deposit to be paid by the successful tenderer.
- 5.3. No exemption will be given from payment of Security Deposit under any circumstances as per TNTT Act and the same should be remitted by Demand Draft / Bankers Cheque from any Nationalized/ commercial Bank in favour of "The Joint Managing Director, TCMPF Ltd., Chennai - 98"
- 5.4. The Security Deposit is liable to be adjusted against any loss or damage caused by the contractor to the Federation by violation of the tender condition.
- 5.5. The Security deposit will be refunded only after the expiry of 6 months from the date of satisfactory completion of the contract and satisfactorily complying with the scope of work and terms and conditions thereof.
- 5.6. No interest shall be paid for the Earnest Money Deposit or Security Deposit.

6. AGREEMENT:

- 6.1. The successful tenderer should sign an agreement on a non judicial stamp paper to the value of Rs.100/- within 15 days from the date of work order. Non execution of the agreement will lead to cancellation of work order and forfeiture of EMD in full.
- 6.2. If the successful tenderer fails to execute the contract satisfactorily at the tendered rate, the security deposit will be forfeited by the Federation.

SIGNATURE OF THE TENDERER

- 6.3. If the Federation incurs any loss/additional expenditure due to the negligence of the successful tenderer in connection with the work during the period of contract, the same shall be recovered together with all charges and expenses from the successful tenderer.
- 6.4. The damages, if any, caused by the successful tenderer or his employees to the property of the Federation, the cost as ascertained by the Federation will be recovered from the successful tenderer.
- 6.5. No increase in the rate will be allowed during the period of contract or on the extension period under any circumstances.

7. PAYMENT TERMS:

- 7.1 It is the liability of the successful tenderer to remit EPF, ESI and GST to the concerned Department.
- 7.2 The successful tenderer shall submit necessary monthly bill in duplicate along with advance stamped receipt, performance report, copies of the attendance and wage register should be produced. EPF & ESI Challans of the previous month and monthly GST payment for making payments. Non payment / Short payment of ESI, EPF will be recovered from the contractors bill and the same will be remitted to the concerned Department.
- 7.3 The payment shall be made within 30 days from the date of receipt of the bills based on satisfactory performance of the work.
- 7.4 Applicable TDS under Income tax Act and GST Act will be deducted from the monthly bill of the successful tenderer and the same will be remitted to the Department concerned.
- 7.5 Loss or damage if any caused by the successful tenderer to the Federation shall be adjusted against the bill amount.

8. VIOLATION OF CONTRACT

- 8.1 Not with-standing anything contained in the tender schedule, no obligation is cast on the Federation to accept the lowest tenderer and the Federation shall also have the right to accept or reject the tender, if the Tender Accepting Authority decides that the price quoted by the tenderer is higher than the prevailing Market rate.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

- 8.2 For violation of any of the Terms and conditions of the contract, the Federation reserves the right to terminate the contract.
- 8.3 In the event of termination of contract, the Security Deposit will be fully Forfeited and the resultant loss shall be recovered from pending bills.
- 8.4 If the contractor is found to be blacklisted or terminated in any other contract with the Federation/District Unions, the Federation reserves the right to terminate the contract.

9. LEGAL JURISDICTION:

- 9.1. The successful tenderer shall become an Associate Member of TCMPF Ltd. by paying the requisite fees under the Tamilnadu Co-operative Societies Act & Rules.
- 9.2. If either party is in any way aggrieved, that party has the right to raise dispute by way of Arbitration under Section 90 of the Tamilnadu Co-operative Societies Act before the Deputy Registrar (Dairying) Thiruvallur whose decision shall be accepted as final.
- 9.3. In case of dispute, the relevant court in Chennai alone will have jurisdiction.

SIGNATURE OF THE TENDERER

10. PRE-QUALIFICATION

The Pre-qualification tender/ PART -1 technical bid will contain the under mentioned aspects pertaining to the prospective contractor about their suitability capacity, financial status, antecedents, past performance etc., The tenderer should furnish the Photostat copies of the following documents duly attested by Notary Public and enclose along with the tender part-I technical bid .

- 10.1. The tenderer should have minimum one year experience in Garden maintenance Work as on the date of submitting the tender for having provided 18 labourers on contract basis to any Govt. organization, Co-operative institutions or any reputed private organization. The Federation reserves the right to inspect any organization where the tenderer provided labourers on contract basis. The copies of Registration or work order should be enclosed as documentary evidence.
- 10.2 The tenderer should have financial capacity of meeting one month bill approximately Rs.5.00 lakh (Rupees five lakh only) and submit documentary evidence by way of bank statement of account either Savings Bank or Current Bank Account for the past 1 year.
- 10.3 Remittance of EMD amount of Rs. Rs.69,000/- (Rupees sixty nine thousand only) **by means of online payment only.**

NO OTHER FORM OF REMITTANCE SHALL BE ACCEPTED.

- 10.4. The tenderer should furnish the attested copy of the work order and attendance register, wage register or EPF or ESI challans or any other document containing a minimum manpower of 18 persons.
- 10.5. The tenderer should furnish Photostat copy of documentary evidence for having provided 18 Nos. of labourers in a single organization on contract basis during last preceding 5 years to any Govt. Organization, Co-operative Institutions or any Reputed Private Organization.

SIGNATURE OF THE TENDEER

- 10.6 The tenderer should furnish Photostat copy of E.P.F & E.S.I. Registration certificates and PAN Card.
- 10.7 The tenderer should furnish Photostat copy of GST registration certificate.
- 10.8 The tenderer should produce all the above mentioned documents in original for verification when called for.
- 10.9. The Federation reserves the right to reject the offer of a tenderer who had either been black listed or show cause notice issued or prematurely terminated for non-performance of work either in part or full in the Federation or in any District Unions previously during the last 3 years.

**THE TENDER NOT COMPLYING WITH THE ABOVE TENDER
REQUIREMENT IS LIABLE TO BE REJECTED.**

Noted and agreed to the above

SIGNATURE OF THE TENDERER

11. TENDER EVALUATION CRITERIA:

- 11.1. The tender offer should be unconditional and it should be for conforming to all the stipulations in the tender terms and conditions.
- 11.2. The tender will be evaluated as per TNTT Act.
- 11.3. The successful tenderer shall be responsible for the discharge of all legal obligations under various labour legislation in force.
- 11.4. The tenderer should offer rate per month basis mentioned in the tabular column of the commercial bid.
- 11.5. No column should be left blank in the commercial bid. In such case the tender will not be considered for evaluation.
- 11.6. All inclusive end rate shall be considered for evaluation of lowest offer.

12. VALIDITY

- 12.1 The tender shall be kept for acceptance for a period of not less than 180 days from the date of opening of Part I technical bid. The offers with lower validity period are liable for rejection.
- 12.2 The tenderer shall agree to extend the validity of the bids without altering the substance and prices of their bid for further period, if any required by Federation.

13. DEVIATION:

- 13.1 The offers of the tenderers with deviations on technical/commercial terms of the tender will be rejected
- 13.2 No alternate offer will be accepted after the opening of Part-I Technical bid

Noted and agreed to the above

SIGNATURE OF THE TENDERER

14.0.PENALTY:-

The following penalties will be imposed on the successful tenderer for the following lapses:-

- 14.01 Penalty at 5 times of the MRP cost will be recovered from the bill of the successful tenderer if milk packets or milk products or any dairy materials are found with the worker of the successful tenderer at the Security gate while leaving from the duty. Such worker should be immediately stopped from working at this dairy.
- 14.02.No worker is permitted to bath inside the premises or to take lunch other than the specified places. Penalty of Rs.100 per occasion will be levied and recovered.
- 14.03.Proportionate wages cut will be imposed and deducted for the late arrival of employees or late commencement of work or early leaving the work spot.
- 14.04.The contract workers should be present at the work spots during working hours. Failing which, double the minimum wages will be recovered from the bill of the successful tender as penalty,for each shortfall of man days.
- 14.05. Suitable penalty will be imposed towards the poor performance of the work.
- 14.06. Use of panparag, smoking, betel chewing, spitting, littering or any other kind of intoxicants by the workers inside the Dairy is prohibited. If any littering found on the lawns or inside the Dairy, it should be removed immediately. If failed to remove any littering suitable penalty will be imposed and the amount will be deducted from the bill of the successful tenderer
- 14.07.The Contractor should maintain the entire Dairy and its premises neat, clean and hygienic. Failing which suitable penalty will be imposed and deducted from the bill of the successful tenderer.
- 14.08.The tokens issued to workers of the successful tenderer before commencement of work should be returned to the Security personnel at the gate after completion of the work. For non return of tokens or loss of tokens, Rs.100 per token will be deducted from the bill of the successful tenderer.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

15. CHECK LIST

Kindly ensure compliance of the under mentioned requirements, enclosed with the part I Technical Bid only as per Tender Terms and conditions mentioned in the foregoing paragraphs:-.

1. Whether the EMD. Amount of Rs.69,000/-
(Rupees sixty nine thousand only)
for two years (2022-2024) twenty four (24) months
Remitted online or not? Yes/No

2. Whether the Xerox copy of the work order or experience
Certificate or any other order or certificate showing the
Previous experience of one year in maintenance of
Garden maintenance and Garden work in any of a
Govt. organization or Cooperative Institutions
or reputed Organization enclosed ?. Yes/ No

3. Whether Xerox copy of the work order or attendance
Register or wages register or EPF/ESI challans or
any other documents containing the list not less
than 18 persons enclosed ?. Yes/No

SIGNATURE OF THE TENDERER

4. Whether the Xerox copies of the work order or experience Certificate or any other order or certificate awarded to the tender for being provided not less than 18 workers in a Single Organization in maintenance of Garden to any Govt. Organization/ Co-operative Institutions/Reputed Organization enclosed? Yes / No
5. Whether the Xerox copies of the E. P.F. & E.S.I. Registration Certificates enclosed? Yes/ No
If yes, the details:
a) EPF Registration No.....
b) ESI Registration No.....
6. Whether Xerox copy of the PAN card obtained from the Income Tax Department enclosed? Yes/ No
7. Whether Xerox copy of the GST Registration Certificate obtained from the Service Tax Department enclosed? Yes /No
8. Whether the price quoted schedule of the Part-II Commercial Bid duly filled up in figures and words without any correction enclosed? If any corrections made whether it is attested by the tenderer? or by his authorized signatory? Yes/ No
9. Whether all the pages in the Tender forms Part-I Technical bid and Part-II Commercial bid have been duly signed by the tenderer /by his authorized signatory? Yes/No

SIGNATURE OF THE TENDERER

10. Whether the tenderer has been black listed or show cause notices issued prematurely terminated for non performance in executing the contractual agreement either partly or fully in the past three years in the Federation?

Yes/ No

SIGNATURE OF THE TENDERER

PARTICULARS OF THE TENDERER:

1. Registered Name of Tenderer:

2. Registered Address:

3. Address for all communications with
Postal address

4. Telegraphic Code:

5. Telex/Fax No.

6. Telephone Nos.

7. Mobile Nos. and e-Mail id:

8. Name/Names of persons who are
to be contacted regarding this Tender
with Telephone Nos./Mobile Nos

9. Is the tenderer a Registered contract Firm.
If so please give details including Registration
No. and enclose a copy of the Registration
Certificate.

SIGNATURE OF THE TENDERER:

SCOPE OF WORK FOR GARDEN:

The Garden Maintenance Work should be done on all days including Sundays throughout the Two Year (730 days) by deploying 18 Nos. of workers at Ambattur Dairy Complex for 7.00 AM to 3.30 PM (Lunch time 30 minutes).

Manpower deployment.

- | | | |
|--|---|-------------|
| 1. All area parks and watering Maintenance | - | 07 workers. |
| 2. Grass cutting and sweeping | - | 05 workers. |
| 3. Plant cutting | - | 03 workers. |
| 4. Lawn mover operation | - | 03 Workers. |
-
1. Daily 18 Nos. of workers should be deployed for maintaining the land scraping work at Ambattur Dairy. Two carts load of cow dung manure, for plants and trees should be supplied every year. Pesticides for pest control should be done periodically and also as and when needed. Watering, weeding, lawn moving etc., should be done daily. Special works if any shall be done as per the direction of the Officials of this Dairy.
 2. All necessary tools, implements, equipments viz., one No. of motorized lawn mover, one number of crow bar, two numbers of MS or plastic Bundle, 8 Nos. of sickles, 3 Nos. of spares, 6 Nos. of weeds remover, 10 Nos. long knife to cut grasses and plants, 3 Nos. of wood cutter, sufficient length of hose pipes for watering, 14 Nos. of sprinklers, insecticides, wheel barrows and any other required accessories/ tools shall be brought and utilized by the contractor at his / her own cost . The above Materials to be brought inside the Dairy and it should be produced for authentication of Security Personnel in the Main Gate. The list of such materials should be produced along with the monthly bills whenever the materials brought inside the dairy, duly authenticated by the Security personnel.
 3. Any Plant/Part of lawn which dies shall be replaced by the Contractor. Necessary protective measures to save them from dying is to be taken by the contractor at contractor's cost.

SIGNATURE OF THE TENDERER

4. BUSHES CLEARING IN THE FOLLOWING AREAS:

- a. All around ETP Section beyond the Sludge drying beds
- b. All around boiler and Electrical section
- c. All around Transport Section
- d. At the entrance before the Compound wall from the dairy gate entrance both left and right side up to Production wing, tub washing, Cycle/Bike stand, General Stores etc.,
- e. Other areas if any pointed out by the Officials.

5. The new plants should be planted wherever the bushes are cleared.

(Plants will be supplied by the Federation.)

The rate quoted shall be inclusive of labour charges, the cost of manures, pesticides, applying the same as and when needed, chemicals, watering of the Plant / Lawns and trees etc.

SIGNATURE OF THE TENDERER

6. KERBS:

The entire kerbs provided are to be painted black and yellow or as per the instructions of the Dairy officials (using acrylic paint) once in six months.

7. SPECIAL:

In case of visits by VIPs special cleaning has to be done in and around the Dairy Premises as instructed by Dy.Genl.Manager (Production) or by the Shift Officer.

SIGNATURE OF THE TENDERER:

DATE:

GENERAL TERMS AND CONDITIONS.

1. The successful tenderer should ensure that his workers abide the instructions given by the Officials or Shift Officers or DGM(Prodn) of this Dairy from time to time.
2. The tenderer should offer the rate for the works per month only.
3. The tenderer should hold the tender offer valid for acceptance for a period of 180 days from the date of opening of Part I Technical Bid.
4. No revision of rate will be entertained at any cost during the Contract period and on extension period.
5. The contractor has to execute the work at the same rate, terms and condition during the contract period and an extension up to six (6) months in case of delay in finalization of new tender.
6. The work should be done on all 730 days throughout the year including on bundh days, Harthal days and even on natural calamity days unless and otherwise it is declared not necessary by the Federation.
7. A minimum of 18 persons should be engaged for Garden maintenance work.
8. For shortage of workers double the minimum wages as per Minimum wages Act will be deducted from the monthly bill of the contractor.
9. The successful tenderer should not engage persons below 18 years and above 50 years of age to do the work.
10. The successful tenderer shall be responsible for the discharge of all legal obligations under various labour legislation in force.
11. The contractor shall be responsible for the discipline of the persons engaged by him for the execution of the work in this Dairy.

SIGNATURE OF THE TENDEER

12. The Federation has no control over the employees employed by the contractor. It is for the contractor engages the employees of his/ her choice and the Federation is concerned only with the quality of the work. Based on the quality of work the monthly bill will be settled.
13. The Contractor should provide Uniform (or) Over coat or Apron with cap to his/her employees with the name or emblem the Company, failing which it will be supplied by the Federation and the cost will be recovered from the contractor.
14. All the workers should be provided with the Identity card with colour photo, Name, date of birth, Local and Permanent address his/her workers and the supervisor. Failing which it will be supplied by the Federation and the cost will be recovered from the Contractor.
15. All the materials in standard quality should be used by the contractor at his own cost, failing which the same will be supplied by the Federation and the cost will be recovered from the bill of the contractor.
16. Use of panparag, smoking, betel chewing, spitting, littering or any other kind of intoxicants by the workers inside the Dairy is prohibited. If any littering found on the lawns or inside the Dairy, it should be removed immediately. If failed to remove any littering suitable penalty will be imposed and the amount will be deducted from the bill of the contractor.
17. The contractor should remit EPF and ESI amount payable to the concerned authorities as per rules in force in respect of his/her workers. if not remitted, or short paid as per rules in force, the Federation is entitled to recover / deduct the amount from the bill of the contractor and remit the same to the concerned authorities under the Contractor's Account.
18. The contractor shall be responsible for discharge of all the legal obligation under various labour legislation, in force for the persons engaged by him/her.
19. The contractor shall be responsible to the TCMPF Ltd., for any loss or damage arising out of theft, Pilferage, larceny, mischief, looting etc., due to the involvement and or negligence of his/her workers and the contractor shall make good any such loss or damage to the Federation and such loss are liable for deduction from the bills, deposits etc., of the Contractor.
20. The contractor shall indemnify and keep harmless the TCMPF Ltd., from any claim by an employee/workers employed/engaged by him/her for the purpose raised under Workman's Compensation Act., or other enactments of such nature in force.

SIGNATURE OF THE TENDEER

21. It shall be incumbents upon the contractor to register himself / herself with the appropriate authorities under the Contract Labour (Regulation & Abolition) Act 1970.
22. In respect of the contractor's liability under the Labour Laws or any other laws, if the Federation incurs any loss, or expenditure the same will be recovered / deducted from the contractor.
23. The Contractor should maintain the entire Dairy and its premises neat clean and hygienic, failing which suitable penalty will be imposed for the lapses and the amount will be recovered from the bill of the contractor.
24. If the contractor do not execute the work satisfactorily, for more than 3 times the contract will be terminated, and the Federation would be at liberty to call for new tender.
25. If the contract is prematurely terminated or prematurely withdrawn by the contractor due to any reasons, the security deposit is liable to be forfeited and any of the resultant loss beyond security deposit will be recovered from the contractor by legal means apart from forfeiture of any amount due to the contractor.
26. The successful tender alone is the sole employer and it is his responsibility to extract work from his employees conforming to the stipulations in this tender document. For any commission and omission on the part of his employees the successful tenderer alone is liable and the latter shall pay damages to the Federation for any damage / loss caused to the Federation by his employees.
27. There will be no employer- employee relationship between the employees of the successful tenderer and the Federation.
28. The successful tenderer alone is liable for implementation of all the labour laws applicable to his employees.
29. In case, by chance the Federation has to shoulder any liability arising out of any statutory provisions, the successful tenderer shall make good the loss in that regard to the Federation.
30. In case of any accident involving the employees of the successful tenderer the compensation and the penal consequences under the relevant Act shall be borne entirely by the successful tenderer. If the Federation has to incur any expenditure in that regard, the same shall be reimbursed by the successful tenderer.

SIGNATURE OF THE TENDEER

31. The employees so engaged by the successful tenderer under no circumstances could be considered for appointment in the Federation on the ground that they have worked as a contract labourer.
32. The employees of the successful tenderer can not claim any benefits or amenities extended to Federation employees.
33. All sums found due to the Federation under or by virtue of these presents shall be recoverable from the successful tenderer under the provisions of Tamilnadu Co-op. Societies Act 1983 or in any other legal manner as the Federation may deem fit, if the same could not be recovered by adjusting from the security deposit or the bills of the tenderer, due to any reason.
34. No labourer of the successful tenderer shall be supplied any eatables from the Dairy canteen at subsidized rates applicable to workers/staff of TCMPF Ltd.
35. The successful tenderer shall comply with the requirements or directions of statutory authorities like Inspector of Factories pertaining to the contract work.
36. General discipline, respect to co- workers especially women workers shall be maintained in the Dairy.
37. No worker is permitted to bath inside the premises or take lunch other than the specified places. Penalty of Rs.100 per occasion will be levied for any deviation on the above.
38. The Managing Director, TCMPF Ltd., Chennai reserves the right to split the tender and place orders on one or more tenderer. The Managing Director also reserves the right to reject any tender offer fully or partially without assigning any reasons thereof.
39. The successful Tenderer should furnish medical fitness certificate every year as per FSSAI Norms within 30 days from the date of executing the job in respect of all his/her workers that they are not affected with any communicable diseases. Failing which, the Federation will arrange for the medical check up and certificates and the cost of expenditure incurred in such medical check up will be recovered from the successful tenderer.

Above terms & conditions are accepted.

SIGNATURE OF THE TENDERER

AAVIN

**THE TAMILNADU CO-OPERATIVE MILK
PRODUCERS' FEDERATION LIMITED::
CHENNAI - 600 098**

PART – II**COMMERCIAL BID****QUALIFICATION**

The Commercial offers of such of those tenderer who Qualify themselves for being considered for the contract work of Garden Maintenance at Ambattur Dairy Complex, Chennai-600 098 for two years (2022-2024) twenty four (24) months period from the date of execution of the agreement by the tenderer by fulfilling the entire Terms and Conditions as laid in Part I “Technical Bid” of this tender will be considered for the finalization of the tender.

Signature of the Tenderer.

**THE TAMILNADU CO-OPERATIVE MILK PRODUCERS FEDERATION LIMITED
AMBATTUR DAIRY: CHENNAI 600 098**

PART-II COMMERCIAL BID

PRICE QUOTATION : RATE QUOTED PER MONTH

Contract work for Garden maintenance at Ambattur Dairy Complex with minimum of 18 persons for two years (2022-2024) twenty four (24) months from the date of execution of the agreement for the year 2022-2024.

Description	Rate per month (Rs.)
1. Rate quoted	
2. Add GST @ %	
3. End rate (End rate is inclusive of all costs, payment of GST and any incidental services) (Rupees.....only) per month.

NOTE:

- A. The rate should be quoted for the above work both in figures and in words without any correction. If any corrections are made, the same should be attested by the tenderer or by his authorized signatory.
- B. If any discrepancy is found between the prices quoted in words and in figures, the lower of the two shall be considered.
- C. The successful tenderer shall be responsible for the discharge of all legal obligations under various labour legislation in force and should take care of other statutory dues like ESI, EPF and GST etc.
- D. After quoting the rate if the tenderer goes back, the EMD remitted by the Tenderer shall be forfeited fully.
- E. The lowest end rate will be considered for award of contract.

Signature of the Tenderer.