

AAVIN

**THE TAMILNADU CO-OPERATIVE MILK PRODUCERS'
FEDERATION LIMITED:
MADURAI ICE CREAM PLANT: MADURAI 625 020.**

**PART – I
TECHNICAL –BID**

**NAME OF WORK: WORK CONTRACT FOR PROVIDING 12 NOS.
OF ITI / DIPLOMA QUALIFIED OPERATORS**

TENDER PERIOD: 2024-2026

TENDER VALIDITY: 24 MONTHS

TENDER VALUE: Rs.81.61 LAKHS

TENDER DOCUMENT SUBMITTED BY

M/S.

.....

INDEX

Sl.No	Description	Page No.
1	Part- I Technical Bid	3-4
2	Check List	5
3	Instruction of the tenderer	6-7
4	Tender details	8
5	Particulars of the tenderer	9
6	Pre qualification of the tenderer	10-11
7	General Terms and Conditions	12-21
8	Scope of work	22-23
9	Penalty	24-25
10	Commercial Bid qualification	26
11	Part – II Commercial bid	27

PART-I TECHNICAL BID

From

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

Sir,

Sub: Work contract for Providing 12 Nos. of ITI/DIPLOMA qualified operators for 3 shifts at Ice Cream Plant at Madurai-625020 for 24(Twenty four) months from the date of execution of agreement by the tenderer - submission of tender documents - Regarding.

&&&&

Having examined the two part tender documents consisting of Part I 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 of duly authorized to submit this two-part tender offer.

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

I/we submit the documents herewith agreeing to all the instructions, Terms and Conditions detailed in the 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 fully or partly without assigning any reasons thereof.

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 24 (Twenty four) months and extendable upto 6 months on the same rate terms and conditions from the date of execution of the agreement.

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

CHECK LIST:

Kindly ensure compliance of the undermentioned documents enclosed with part-I Technical bid only as per Tender terms & conditions mentioned in pre qualification in Serial No.4.(4.01 – 4.14)

1. Whether a copy of registration of the firm under Companies Act or Similar acts of Government of India or Tamil Nadu is enclosed as per the tender condition?	Yes / No
2. Whether the EMD amount of Rs.81,000/- (Rs. Eighty one thousand only) by means of Online payment remitted enclosed?	Yes / No
3. Whether the Photostat copy of experience certificate as on the date of opening of Technical bid for having provided skilled people on contract basis to any Govt. organization or Co- operative organization or any reputed private organization enclosed?	Yes / No
4. Whether the Photostat copy of ITI/ Diploma passed certificate of a minimum of 15 personnel.	Yes / No
5. Whether the Photostat copy of statement of bank account with available balance of Rs.3.00 lakhs (Rs.Three lakhs only) frequently in his/her account or in the name of the company for the past 1 year while submitting the tender obtained from the bankers enclosed?	Yes / No
6. Whether the photostat copy of documentary evidence for having provided not less than 15 Nos. of Skilled person in a single organization for one year on contract basis to any Govt. organization, Co-operative organization or any reputed private organization within the period of 3 year as on the date of submitting the tender.	Yes/No
7. Whether the attested copy of the work order or attendance registers or wage register or EPF challans or any other document containing a minimum manpower of 15 skilled persons.	Yes/No
8. Whether the Photostat copies of the following certificates enclosed? If so, the details: a) E.P.F registration No..... b) E.S.I registration No..... c) PAN Account No..... d) GST Tax registration No	Yes/No
9. Whether the tenderer has either been black listed or charged for non – performance in honoring any of the contractual obligations either partly or fully in the past 3 years in the Federation/ District Union.	Yes/No.
10. Whether all the pages in the Part – I Technical bid and Part- II Commercial bid have been duly signed by the tenderer or by his authorized signatory?	Yes/No.

SIGNATURE OF THE TENDERER

2.INSTRUCTIONS TO THE TENDERERS

This two-part tender consists of the following documents:

- a. Part I - Pre-qualifying Technical bid
- b. Part II- Commercial bid for price-quote schedules.

- 2.01. The tenderer is requested to read all the terms and conditions of the two-part tender carefully before start filling up.
- 2.02. The tenderer is requested to inspect the work site at Madurai Ice Cream Plant during the working hours on any working day before submitting his tender offer, so as to have firsthand knowledge about the work.
- 2.03. The tenderer is requested to submit the Original set of the two-part tender (both Part-I - Technical Bid and part II Commercial Bid) duly filled in, attaching necessary documents and he is advised to retain the duplicate set of document for his reference / records.
- 2.04. The Part-1 pre-qualification cum technical bid consisting of page Nos. **1 to 25** and the part-II Commercial bid consisting of page Nos. **26 to 27** should be submitted. The tender documents duly filled can only be submitted by e-tendering through the e-procurement website <https://tntenders.gov.in> for the "Tender for the work contract for Providing 12 Nos. of ITI/Diploma qualified operators for 3 shifts at Ice cream Plant at Madurai-625 020". The work is for 24 (Twenty four) months period from the date of execution of agreement by the tenderer and that period of 24 months is extendable upto 6 months from the date of expiry of the contract at the same rate and the same terms and conditions. The tenderer may download the tender forms through designated websites <https://tntenders.gov.in> and <https://aavin.tn.gov.in>.

SIGNATURE OF THE TENDERER

- 2.05. The tenderer is requested to kindly go through the check-list in Page No. 5 and also pre-qualification in page No.10 to 11 and also ensure compliance of the documents.
- 2.06. The tenderer is specifically informed that all the pages in both Part I- Technical Bid and Part II- Commercial Bid should be signed at the bottom of each page without any omission by the tenderer / his authorized signatory with name and seal of the Firm as token of acceptance of the tender.
- 2.07. The tenderer who is downloading the document from the website is instructed to look for any corrigendum after the date of pre bid meeting, for any amendments if any issued. The tenderer is advised to download the above amendments and enclose it without fail along with the technical bid document, duly authenticating. In case of failure to submit the amended document (if any), the Federation reserves the right to reject of the tender offer.
- 2.08. A prospective tenderer requiring any clarification with respect to any Tender condition may address to the Tender Inviting Authority by letter and he/she will respond in writing to any relevant query regarding the Tender conditions. However, correspondence in this regard or delay in getting reply from The Tamil Nadu Co-operative Milk Producers' Federation Limited shall not be taken as an excuse for delayed submission of tender or non submission of tender.
- 2.09. All the tenderers must periodically browse the above website for any amendment or corrigendum issued in connection with this Tender. The Tamil Nadu Co-operative Milk Producers' Federation Limited will not be responsible for the failure of the tenderer to update or to have comprehensive understanding of the provisions of this tender document including the changes announced through the website.

SIGNATURE OF THE TENDERER

3. **TENDER DETAILS**

Two part tender for the Work Contract for Providing 12 Nos. of ITI/ Diploma qualified operators for 3 shifts at Ice Cream Plant at Madurai -625020 for 24 (Twenty four) months period from the date of execution of agreement by the tenderer.

This Two Part tender form contains the schedules as indicated below:

- a) Website for downloading the tender - <https://tntenders.gov.in> and <https://aavin.tn.go.in>
- b) Website for e-submission of tender - <https://tntenders.gov.in>
- ii) Date of Pre-bid meeting - 13.03.2024 at 11.30 AM
- iii) Place of Pre-bid meeting - O/o The Joint Managing Director, T.C.M.P.F. Limited, Plot No.29 & 30 Industrial Estate, Ambattur, Chennai - 600 098.
- iv) Last date and time for submission of the Two Part Tender both Technical bid and Commercial bids. - 21.03.2024 at 3.00 P.M
- v) Date and time of opening of Part-1 Pre-qualification cum Technical bids - 22.03.2024 at 3.00 P.M
- vi) Place of opening of Part1 Pre-qualification cum - Technical bid. - O/o The Joint Managing Director, T.C.M.P.F. Limited., Plot No. 29 & 30 Industrial Estate, Ambattur, Chennai - 600 098.
- vii) Date of opening of Part-II Commercial bids - Commercial bid will be normally opened within 90 days from the date of Opening of Part I- Technical bid on the date & time convenient to the Tender Inviting Authority and those who are qualified in the part I Technical bid of the tender will, only be intimated to participate in the opening of part II commercial bid. The date and time of opening will be intimated to the eligible tenderers only.

SIGNATURE OF THE TENDERER

PARTICULARS OF THE TENDERER

1	Registered name of the tenderer:	
2	Registered address of the tenderer:	
3	Address for all communications	
4	e-mail ID	
5	Mobile Nos.	
6	Aadhar No.	
7	Name/Names of persons whom to be contacted regarding this tender with Telephone Nos. & Mobile Nos.	
8	Is the tenderer a registered contract Firm? If so the details including registration & enclose a copy of the registration Certificate.	

SIGNATURE OF THE TENDERER

4. **PRE QUALIFICATION OF THE TENDERER**

The Part – I Pre-qualification cum technical bid contain the undermentioned aspects pertaining to the prospective tenderer about his suitability, capacity, financial status, antecedents, past performance etc., The tenderer should furnish all the Photostat copies of the following documents and also uploaded in the website along with the part-I technical bid of the tender.

- 4.01. The tenderer should have registered the firm under Companies Act or similar acts of Government of India or Tamil Nadu (A copy of registration of the firm should be attached)(The companies Act, The societies Act, The Cooperative societies act, The Partnership Act, The Proprietorship Act, UAM, UDYAM Registration, NSIC, etc.,)
- 4.02. The tenderer should enclose the prescribed amount of Earnest Money Deposit for Rs.81,000/- (Rs. Eighty one thousand only) by Online payment only. No other form of remittance shall be accepted.
- 4.03. The tenderer should have previous experience as on the date of opening of Technical bid of having skilled people on contract basis to any Govt. organization, Co-operative organization 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 work order or any other authentic document to show that the tenderer has such experience should be enclosed as evidence.
- 4.04. The tenderer should upload Photostat copy of ITI/Diploma passed certificate of a minimum of 15 personnel.(Please refer scope of work Sl.no:6.01).
- 4.05. The tenderer should have the financial capacity of met out one month bill amount available balance of minimum Rs.3.00 lakhs (Rs.Three Lakhs only) in his/ her account / Name of the company and submit documentary evidence by way of bank statement of account either savings account or Current Account for the past 1 years duly certified by the bankers.
- 4.06. The tenderer should uploaded Photostat copy of documentary evidence for having provided not less than 15 Nos. of Skilled people in a single organization for one year on contract basis to any Govt. organization, Co-operative dairy or any reputed private dairy within the period of 3 years period as on the date of submitting the tender.
- 4.07. The tenderer should uploaded the attested copy of the work order or attendance register or wage register or EPF challans or any other document containing a minimum manpower of 15 skilled persons.

SIGNATURE OF THE TENDERER

- 4.08. The tenderer should upload Photostat copy of Employees Provident Fund registration certificates.
- 4.09. The tenderer should upload Photostat copy of Employees State Insurance certificates.
- 4.10. The tenderer should upload Photostat copy of Permanent Account No. card.
- 4.11. The tenderer should upload Photostat copy of GST registration certificate.
- 4.12. **The tenderer should furnish the self declaration form for has either been black listed or charged for non - performance in honouring any of the contractual obligations either partly or fully in the past 3 years.**
- 4.13. The tenderer should produce all the above mentioned documents in original for verification when called for.
- 4.14. The Federation reserves the right to reject the offer of a tenderer who had either been black listed or charged for non-performance of any work either in part or full previously during the last 3 years.

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

SIGNATURE OF THE TENDERER

5. GENERAL TERMS AND CONDITIONS

The work contract for Providing 12 Nos. of ITI/ Diploma qualified operators for 3 shifts at Ice cream plant at Madurai -625020 for 24 months from the date of execution of agreement by the tenderer.

- 5.01. The tenderer should have previous experience as on the date of opening of Technical bid of having provided labour on contract basis to any Govt. organization, Co-operative dairy or any organization. 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 authentic document to show that the tenderer has such experience should be enclosed as evidence.
- 5.02. The tenderer should furnish an earnest money deposit amount of Rs.81,000/- (Rupees Eighty one thousand only) by Online payment only. No other form of remittance shall be accepted.
- 5.03. Online payment gateway has been enabled for Tamilnadu Cooperative Milk Producers' Federation Limited, Chennai in e-Procurement Portal <https://tntenders.gov.in>. The EMD amount should be paid only through online payment mode in e-tender portal of <https://tntenders.gov.in>. The EMD will not carry any interest.
- 5.04. Tenderer has to select the payment option as "pay online" to pay the EMD amount. Only after payment of EMD, tenderer will be able to encrypt/upload their bids. In order to avoid any issues and last minute delay in processing of payment online, it is recommended to make payment and submit the bid as early as possible. TCMPF will not be responsible for any sort of difficulty faced/failure in submission of bids online by the tenderers. Any other mode of payment of EMD shall not be accepted.
- 5.05. The PART – I Technical bid will be opened on the date, time and venue specified, in the presence of the tenderers or their authorized representatives who opt to be present during the opening.
- 5.06. If the tender opening day is declared as holiday, the tenders shall be received and opened immediately on the next working day at the same time and place.
- 5.07. If the day of pre bid meeting or the tender opening day is declared as holiday, the meeting the tender shall be received and opened on the next working day at the same time and place.

SIGNATURE OF THE TENDERER

- 5.08. PART I Technical bid, specifies the pre qualification based on various factors such as man power strength, capacity, suitability, eligibility etc., of the tenderer, that will be evaluated, considered and decided prior to opening of their part II commercial Bids of the tenderer.
- 5.09. The tenderer who do not satisfy any/all the terms and conditions specifically so mentioned under Part – I Technical bid, are not eligible for opening of commercial bid and the Part II Commercial Bid shall not be opened, treating it as non responsive.
- 5.10. The Part – II Commercial bids shall normally be opened within 90 days from the date of opening of the Part – I Technical Bid at the convenient date and time of Tender Inviting Authority.
- 5.11. The date of opening of commercial bid will be intimated separately to those who are qualified in the Part – I Technical bid. The Part – II Commercial bid will be opened in the presence of tenderers or their authorized representative who are present at the time.
- 5.12. The Tender forms are not transferable or assignable.
- 5.13. **In the event of revision of minimum wages by the Government of Tamilnadu during the period of the contract and revised order implemented in the Federation, the successful tenderer shall pay the revised rate and claim from the Federation. No change in the rate is allowed during the contract period, except the revision of minimum wages on implementation in the Federation and corresponding EPF, ESI and GST.**
- 5.14. The signatory of the tenderer should indicate his/her/their status in which he/she/they have signed and should submit necessary legally admissible documentary proof in respect of such authority assigned to him/her/them by the Firm.
- 5.15. No tenderer shall be allowed to withdraw the tenders after submitting the tender.
- 5.16. The tenderer may submit a modified tender before the last date for receipt of tender provided that where more than one tender is submitted by the same tenderer, the lowest eligible financial tender shall be considered for evaluation.
- 5.17. The variation in GST levied 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.
- 5.18. In case the tenderer engaged workers from other states, it is the liability of the contractor to obtain necessary migration certificate and other required certificates from the authorities of the state concerned as per rules in force and a copy of it should be provided to this office. NOC from local police station shall be submitted for all workers employed in this work.

SIGNATURE OF THE TENDERER

PAYMENT OF EARNEST MONEY DEPOSIT:

- 5.19. The tender must be accompanied with the prescribed amount of Earnest Money Deposit for Rs.81,000/- (Rs. Eighty one thousand only) by Online payment only No other form of remittance shall be accepted.
- 5.20. The Earnest Money Deposit remitted by the tenderer shall be forfeited in full and the offer will be summarily rejected in the following contingencies:-
 - a. If the tenderer withdraws his offer or backs out before the expiry of the validity period or after acceptance of the tender.
 - b. If the tenderer revises any of the terms quoted during the validity period.
- 5.21. There will be no employer- employee relationship between the employees of the successful tenderer and the Federation.
- 5.22. The successful tenderer alone is liable for implementation of all the Labour Laws applicable to his employees.
- 5.23. 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.
- 5.24. 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.
- 5.25. If the Federation has to incur any expenditure in that regard, the same shall be reimbursed by the successful tenderer.
- 5.26. 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.
- 5.27. The employees of the successful tenderer cannot claim any benefits or amenities extended to Federation employees.
- 5.28. All sums found due to the Federation under or by virtue of these payments 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.

SIGNATURE OF THE TENDERER

- 5.29. The Managing Director, TCMPF Ltd., Chennai reserves the right to spilt 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 reason thereof.
- 5.30. The successful tenderer, after the expiry of the contract period has to execute the work at the same rate, terms and conditions for a period upto 6 months from the date of expiry of the contract in case of delay in finalization of new tender.
- 5.31. The successful tenderer should not engage persons below 18 years and above 50 years of age to do this work.
- 5.32. The successful tenderer shall be responsible to the TCMPF for any loss or damage arising out of theft, burglary, pilferage, larceny, mischief, looting etc., due to the involvement or negligence of his/her workers and the successful tenderer shall make good any such losses or damages as ascertained by the Federation and such losses are liable for deduction from his bills/deposits etc.
- 5.33. The Successful tenderer should furnish medical fitness certificates from FSSAI format within 30 days from the date of taking over the job in respect of all his workers that they are not affected with any communicable diseases. Failing which the Federation will arrange for the medical checkup and certificates and the cost of expenditure incurred in such medical checkup will be recovered from the successful tenderer.
- 5.34. The Successful tenderer should execute the work as per requirement in the tender documents. If the successful tenderer fails to execute the work in part or in full or any lapse is noticed for more than 3 occasions, the Federation reserves the right to terminate the contract and the Federation would be at liberty to call for new tender. This is in addition to forfeiting the Security Deposit and recovering damages for the losses caused to the Federation by such lapses.
- 5.35. If the contract is prematurely terminated for lapses on the part of the tenderer to fulfill the terms and conditions or prematurely withdrawn by the successful tenderer, the Security Deposit is liable to be forfeited and if the amount of such loss is more than the security deposit, the same will be recovered from the successful tenderer by legal means, apart from forfeiture of any amount due to the successful tenderer.
- 5.36. The successful tenderer should pay not less than the daily wages prescribed by the minimum wages to his workers.

SIGNATURE OF THE TENDERER

- 5.37. The successful tenderer should compulsorily maintain a wage register in Form No XVII showing that the minimum wages are paid to his workers as per the "Minimum wages Act". The wage register should be produced as and when demanded for verification.
- 5.38. The Federation shall have no control over the employees of the contractor. It is for the contractor engages the employees of his 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.
- 5.39. The successful tenderer shall be responsible for the discipline of the persons engaged by him for the execution of the work in this dairy.
- 5.40. The successful tenderer should provide Uniform, Cold Storage room suit, Apron with cap and face mask to his 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 successful tenderer.
- 5.41. All the workers should be provided with the Identity card with color photo; Name, date of birth, local and Permanent address of his workers and the supervisor. Failing which, it will be supplied by the Federation and the cost will be recovered from the successful tenderer.
- 5.42. The successful tenderer should remit EPF and ESI amount payable to the concerned Department as per rules in force in respect of his workers.
- 5.43. The successful tenderer alone shall be responsible for discharge of all the legal obligation & under various labour legislation statutory dues in force for the persons engaged by him. In case, by chance the Federation has to shoulder any liability arising out of any statutory provisions, legal obligations the successful tenderer shall make good the loss in that regard to the Federation.
- 5.44. The successful tenderer shall indemnify and keep harmless the TCMPF Ltd., from any claim by employee/workers employed/engaged by him for the purpose raised under workman's compensation Act, or other enactments of such nature in force.
- 5.45. It shall be incumbent upon the successful tenderer to register himself with the appropriate authorities under the contract labour (Regulation & Abolition) Act 1970.

SIGNATURE OF THE TENDERER

- 5.46. In respect of the successful tenderer 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 successful tenderer.
- 5.47. The successful tenderer alone is the sole employer and it is his responsibility for the discipline of his persons and 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.
- 5.48. All the contract labourers should entered attendance through Bio metric while on entry and leaving from the Dairy. The late arrival of contract labourers penalty will be imposed. If any late attendance found management reserves to take final decision.
- 5.49. The successful tenderer should do the work directly and no sub contract is allowed.
- 5.50. The successful tenderer shall bear all expenses regarding uniforms, preparation of their ID Cards, compensation, wages and allowances such as PF, ESI etc.,
- 5.51. The successful tenderer shall pay the wages to the individual on or before 12th of every succeeding month.
- 5.52. The successful tenderer shall submit the workers name EPF number and proof of submission of EPF, ESI etc., as applicable every month for the previous month along with the monthly bill with respect to all the employees deployed by the successful tenderer.
- 5.53. The tenderer providing labourer should do the work assigned by DGM (Dg)/ AGM (Engg) /AGM(DG)/AGM(QC) or any Madurai Ice cream plant officer.
- 5.54. Use of cell phones by the contract operators is prohibited at the working place. The Management reserves the rights to take suitable action in case of violation.
- 5.55. General discipline, respect to co-workers especially to women workers should be maintained
- 5.56. The work should be done on all days including on Bhundh days, Hartal days and even on National calamity days unless and otherwise, it is declared not necessary by the Federation.

SIGNATURE OF THE TENDERER

- 5.57. After evaluation the work shall be awarded normally to the contractor fulfilling all the condition and who has quoted the lowest aggregate rate. In case two or more contractor are found to have quoted the same rate, the contractor to be selected based on drawing lottery by the tender inviting authority of TCMPF Ltd.

SECURITY DEPOSIT

- 5.58. After evaluation and finalization of Part I Technical bids and Part II Commercial bids, selected tenderer shall furnish a Security Deposit amount at 5% of the order value (including EMD) for 24 (Twenty four) months, by means of Demand Draft drawn from any Nationalized / Scheduled Bank drawn in favour of The Joint Managing Director, TCMPF Ltd., Chennai- 98 payable at Chennai within 10 days from the date of receipt of work order **and also clearness details to be obtained from the Accounts section, JMD's Office, Ambattur.** Failing which the successful tenderer will not be permitted to execute the work.
- 5.59. No exemption will be given from payment of Security deposit under any circumstances as per TINT Act and the same should be remitted by Demand Draft or Banker's cheque only. Bank guarantee or any other form of remittance will not be accepted.
- 5.60. The Earnest Money Deposit paid along with the tender shall be adjusted against security deposit to be paid by the successful tenderer. If the successful tenderer fails to remit the Security Deposit the tender will be treated as cancelled and the EMD remitted by the tenderer will be fully forfeited. Besides the tenderer will be debarred from participating in any of the subsequent tenders for a period of 3 years in the Federation.
- 5.61. The security deposit is liable to be adjusted against any loss or damage caused by the successful tenderer to the Federation by his violation of the tender conditions.
- 5.62. 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 the conditions thereof.
- 5.63. No interest shall be paid on the earnest money deposit or security deposit.

SIGNATURE OF THE TENDERER

AGREEMENT:

- 5.64. The successful tenderer should sign an agreement on a non judicial stamp paper to the value of Rs.100/- prior to the date of execution of work. Non execution of the agreement will lead to cancellation of work order and forfeiture of Earnest Money Deposit.
- 5.65. If the successful tenderer fails to execute the contract satisfactorily at the tendered rate, the security deposit will be forfeited by the Federation besides recovery of consequent losses.
- 5.66. If the Federation incurs any loss or damage or any additional expenditure due to the negligence of the successful tenderer during the period of contract or on extension period, the same shall be recovered from the successful tenderer.
- 5.67. The losses or damages, if any, caused by the successful tenderer or his employees to the property of the Federation, the cost ascertained by the Federation will be recovered from the successful tenderer.
- 5.68. **No revision of any tax will be entertained at any cost during the contract period and on extension period except the revision of minimum wages on implementation in the Federation and corresponding EPF, ESI and GST as in Tender clause 5.13**

PAYMENT TERMS:

- 5.69. Performance of the work done by the successful tenderer will be evaluated daily. Based on the fulfillment of the contractual obligations for 3 shifts daily the monthly bill will be settled.
- 5.70. The successful tenderer shall submit necessary monthly bill in duplicate along with advance stamped receipt, performance report, copies of the EPF & ESI Challans of the previous month and monthly GST tax remittance for making payments. Actual EPF, ESI paid for the No. of workers in the monthly bill will only be given and rest of the amount will not be given by the TCMPF Ltd.
- 5.71. The quality of the work as certified by the official concerned only will be considered as work of the day for payment of the bill. The payment shall be made within 30 days from the date of receipt of the bills based on satisfactory performance of the work.
- 5.72. Income tax will be deducted from the monthly bill of the successful tenderer and the same will be remitted to the Income Tax Department.
- 5.73. It is the liability of the successful tenderer to pay GST Tax as per the rules in force.
- 5.74. The payment shall be made within 30 days from the date of receipt of the correct bill based on satisfactory performance of the work.

SIGNATURE OF THE TENDERER

VIOLATION OF CONTRACT

- 5.75. 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.
- 5.76. For violation of any of the Terms and conditions of the contract, the Federation reserves the right to terminate the contract.
- 5.77. In the event of termination of contract, the Security Deposit will be forfeited and the resultant loss shall be recovered from the successful tenderer.
- 5.78. If the contract is found to be blacklisted or terminated in any other contract with the Federation/ District Union or any other organization, the Federation reserves the right to terminate the contract.

LEGAL JURISDICTION:

- 5.79. The successful tenderer shall become an Associate Member of TCMPF Ltd. by paying the requisite fees under the Tamilnadu Co-operative Societies Act & Rules 15 days from the receipt of the work order.
- 5.80. 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.
- 5.81. In case of dispute, the relevant court in Chennai alone will have jurisdiction.

TENDER EVALUATION CRITERIA:

- 5.82. The tender offer should be unconditional and it should be for conforming to all the stipulations in the tender terms and conditions.
- 5.83. The tender will be evaluated as per TTTT Act 1998.
- 5.84. The tender should clearly indicate that the bid takes care of the Minimum wages and Statutory dues; otherwise the tender will be summarily rejected.
- 5.85. The tenderer should offer his rate per day per operator for 8 hours duty basis as mentioned in the tabular column of the commercial bid.
- 5.86. No column should be left blank in the commercial bid. In such case the tender will not be considered for evaluation.
- 5.87. All inclusive end rates shall be considered for evaluation of lowest offer.

SIGNATURE OF THE TENDERER

VALIDITY

- 5.88. The tender offer shall be valid 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.
- 5.89. The tenderer shall agree to extend the validity of the bids without altering the substance and prices of his bid for further period, if required by Federation.

DEVIATION:

- 5.90. The offers of the tenderer with deviations on Technical/ Commercial bids of the tender will be rejected.
- 5.91. No alternate offer will be accepted after opening the Part I Technical bid.

SIGNATURE OF THE TENDERER

6.0 SCOPE OF WORK FOR PROVIDING 12 NOS. OF ITI/DIPLOMA QUALIFIED OPERATORS

6.01. Daily 12 Nos. of ITI/Diploma qualified operators are to be provided in all the 3 shifts as detailed below:

Sl.No	Particulars	No of technicians	Qualification
1	Refrigeration Technician	03	Pass in SSLC with ITI certificate in the trade of Mechanic Refrigeration and Air- Conditioner with NTC (or) Diploma in Mechanical Engineering.
2	Electrical Technician	03	Pass in SSLC/X Std. Pass. Must possess ITI in the Trade Electrician with National Trade certificate and B License (or) Diploma in Electrical & Electronics Engineering and C License.
3	Packing operation Technician	06	Pass in SSLC with ITI certificate in the trade of Mechanic Refrigeration and Air-Conditioner / Fitter / Mechanic Motor Vehicle / Electrician / Instrument Mechanic with NTC (or) Diploma in Mechanical / Electrical & Electronics / Instrumentation and Control Engineering.
	Total	12	

- Requirement for Sl.no:3 will vary according to the production quantity.

6.02. Scope of work of Refrigeration Technician is as follows:

- Should have sound knowledge to operate refrigeration plant individually
- Should attend in three shifts including holidays/Sundays
- Should have knowledge to attend breakdown in refrigeration
- Responsible to any loss due to negligence operations
- Required log books & data should be maintained

SIGNATURE OF THE TENDERER

6.03. Scope of work of Electrical Technician is as follows:

- Should have sound knowledge to operate Electrical panels & Genset individually
- Should attend in three shifts including holidays/Sundays
- Should have knowledge to attend breakdown in Electrical related works.
- Responsible to any loss due to negligence operations
- Required log books & data should be maintained
- Responsible to maintain the stock of Diesel
- Responsible to carryout preventive maintenance in electrical section including Generators.

6.04. Scope of work of Packing Operation Technician is as follows:

- Should have sound knowledge to operate ice cream packing machineries (Cup, Cone & Kulfi) individually
- Should attend in three shifts including holidays/Sundays
- Should have knowledge to attend breakdown in packing machineries
- Responsible to any loss due to negligence operations
- Required log books & data should be maintained
- Responsible to carryout preventive maintenance for packing machineries.

SIGNATURE OF THE TENDERER

7.00. PENALTY

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

clause No	Description	Penalty amount
7.01	Any wastage or damage of packing materials or empty cartons, the cost will be recovered from the contractor's bill.	Rs.500/- per occasion
7.02	Unsatisfactory cleaning in packing area as found out the dairy officers a fine will be recovered.	Rs.500/- per occasion
7.03	Any damage of the Machineries and other hard ware Accessories items should be imposed penalty depends upon the value of the equipments.	Double the cost
7.04	Fails to maintain proper records maintenance indentified by the Shift office penalty may imposed	Rs.500/- per occasion.
7.05	Unsatisfactory cleaning working areas clean should be cleaned once in a day if it is fails the penalty will be imposed.	Rs.500/- per occasion.
7.06	In case the contractor failed to supply required manpower in any particular shift as mentioned in the scope of work the wages to be recovered from the current month claim bill.	Double the minimum wages
7.07	No workers are permitted to bath inside the premises or take lunch other than the specified places. Penalty of will be levied and recovered.	Rs.100 per occasion

7.08. Time being the essence of this contract no variation shall be permitted and if the tenderer fails to supply and execute the work in full or part of the order as per the work order, the Federation shall reserve the right to cancel the order besides forfeiting the Security Deposit.

7.09. If the successful tenderer defaults to execute agreement or to pay security deposit or to either in part or full shall be debarred from participating in the subsequent any tender for a period of 3 years.

7.10. If any loss caused due to the negligence in the operation of machineries, the actual loss incurred will be recovered from the tenderer.

SIGNATURE OF THE TENDERER

- 7.11. Penalty at 5 times of the MRP cost will be recovered from the bill of the successful tenderer if ice cream products or any dairy materials is 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.
- 7.12. Usage of panparag or similar items, smoking, spitting, littering or use of any other kind of intoxicants by the operators inside the dairy premises is prohibited. If found, suitable penalty will be imposed.
- 7.13. They should produce damage free packs and follow the norms, Short vending / Less quantity of Ice-creams will not be accepted. If found, suitable penalty will be imposed.

SIGNATURE OF THE TENDERER

AAVIN

**THE TAMILNADU CO-OPERATIVE MILK
PRODUCERS' FEDERATION LIMITED:
MADURAI ICE CREAM PLANT
MADURAI – 625 020.**

PART – II**COMMERCIAL BID QUALIFICATION**

The Commercial offers of such of those tenderer who qualify themselves for being considered for the tender for the Work contract for **Providing 12 Nos. of ITI/Diploma qualified operators for 3 shifts at Ice Cream Plant at Madurai – 625 020** for 24 (Twenty four) months period from the date of execution of 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 opening the Commercial Bid.

SIGNATURE OF THE TENDERER

**THE TAMILNADU CO-OPERATIVE MILK PRODUCERS FEDERATION LIMITED
MADURAI ICE CREAM PLANT : MADURAI – 625 020.**

PART-II COMMERCIAL BID

Work contract for Providing 12 Nos. of ITI/ Diploma qualified operators for 3 shifts at Madurai Ice cream Plant for 24 months for the year 2024-2026

Sl. No	Description	No of persons required as per tender	Rate per person/ per day wages (Rs.)	EPF 13% (Rs.) (including EDLI 0.5% + Admin Charges 0.5%)	ESI 3.25% (Rs.)	Service Charges (Per day) (Minimum 3.85%) in INR (Rs.) (7)	GST 18% (Rs.)	Total rate Per person/ per day (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	Work contract for Providing 12 Nos. of ITI/Diploma qualified operators [Technician (Operation)-6 Nos., Technician (Electrical)- 3 Nos. and Technician (Refrigeration)- 3 Nos.] for 3 shifts at Madurai Ice cream Plant for 24 months for the year 2024-2026. Rate should be quoted for per person per day	12 Nos.	654	85.02	21.26			
Rate should be quoted in price bid in online								
								Total
Total in words for per person/ 8 hours								

NOTE:

- A. The amount should be quoted in Rupees only in column no:7
- B. The successful tenderer should pay not less than the minimum wages prescribed by the Tamilnadu Government to his workers and take care of other statutory dues.
- C. The rate should be quoted for the above work both in figures and in words without correction. If any corrections are made, the same should be attested by the tenderer or his authorized signatory.
- D. If any discrepancy is found between the prices quoted in words and in figures, the lower of the two shall be considered.
- E. The rate quoted is taking into consideration of the Minimum wages Act and Statutory dues
- F. After quoting the rate, if the tenderer goes back, the Earnest Money Deposit remitted by the Tenderer shall be forfeited fully.
- G. The lowest service charge (as per column No. 7) will be considered for award of contract.
- H. Rate worked out cost sheet should be submitted during the online opening of commercial bids.

SIGNATURE OF THE TENDERER