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**THE TAMILNADU CO-OPERATIVE MILK PRODUCERS’
FEDERATION LIMITED: CHENNAI**

TWO PART TENDER

CONTRACT WORK FOR MILK SACHETS CHECKING, STACKING IN TUBS, TRANSPORTING TUBS TO COLD ROOMS FOR STORAGE, TRANSPORTING TUBS FROM COLD ROOMS TO DESPATCH DOCK, LOADING INTO THE VEHICLES, LEAK MILK SACHET SEGREGATION, CLEANING OF FLOOR AREAS NEAR MACHINE, CONVEYOR, COLD ROOMS AND DESPATCH DOCK DAILY FOR THREE SHIFTS AT AMBATTUR DAIRY, CHENNAI-600 098.

TENDER PERIOD: 2022-2023

TENDER VALIDITY: 12 MONTHS

**PART – I
TECHNICAL – BID**

TENDER DOCUMENT SUBMITTED BY

M/S.

.....

PART-I TECHNICAL BID

TWO PART TENDER APPLICATION

1.

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 contract work for Milk sachets checking, stacking in tubs, transporting tubs to cold rooms for storage, transporting tubs from cold rooms to dispatch dock, loading into the vehicles, leak milk sachet segregation, cleaning of floor areas near machine conveyor and cold rooms for 3 Shifts at Ambattur Dairy for 12(Twelve) months period from the date of execution of agreement by the tenderer - submission of tender documents - Regarding.

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Having examined the two-part tender documents consisting of Part I pre- qualification / 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 authorised 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 12 (Twelve) months and extendable upto 3 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 in a separate sealed cover enclosed the EMD amount in Technical bid cover only.
3. Part-II Commercial bid with price quotation in a separate sealed cover.
4. Part – I and Part –II put in to one another sealed cover.

SIGNATURE OF THE TENDERER(S)
INCLUDING TITLE CAPACITY.

NAME:

(IN BLOCK LETTERS)
(SEAL)

2.0 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 Ambattur Dairy during the working hours on any working day before submitting their tender offer, so as to have first hand knowledge of 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 they are advised to retain the duplicate set of document for their reference / records.
- 2.04. The Part-1 pre-qualification cum technical bid consisting of page nos. 1 to 28 and the part-II Commercial bid consisting of page Nos.29 to 30 should be submitted in two different covers duly super scribed as "Tender for the contract work for Milk sachets checking, stacking in tubs, transporting tubs to cold rooms for storage & transporting tubs from cold rooms to dispatch dock loading into the vehicles, leak milk sachet segregation, cleaning of floor areas near machine conveyor and cold rooms daily for 3 shifts at Ambattur Dairy" for 12 (Twelve) months period from the date of execution of agreement by the tenderer and the period of 12 months is extendable upto 3 months from the date of expiry on the same rate, terms and conditions.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

- 2.05. The Part-I Pre-qualification cum Technical Bid- should be submitted in one inner cover sealed super scribing as Part I "Technical Bid document" and the Part-II-Commercial Bid should be submitted in another inner cover, sealed super scribing as "Commercial Bid document" and again both the covers shall be put in a larger cover, sealed duly superscribed as " Tender for the contract work for Milk sachets checking stacking in tubs, transporting tubs to cold rooms for storage, transporting tubs from cold room to dispatch dock loading into the vehicles, leak milk sachet segregation, cleaning of floor areas near machine conveyor and cold rooms daily for 3 Shifts at Ambattur Dairy for the year 2022-2023", addressed to the Joint Managing Director, TCMPF Ltd., Plot No.29 &30 Industrial Estate, Ambattur, Chennai-98 either in person or by post or courier or by electronic submission through the designated website i.e. www.tntenders.gov.in The Tender Inviting Authority shall not be responsible for any delay in such cases. Tenders received after the specified date and time shall be summarily rejected.
- 2.06. The tenderer is requested to kindly go through the check-list in Page No.21 and 22 to ensure compliance of the documents attested by the Notary Public.
- 2.07. 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 authorised signatory with name and seal of the firm as token of acceptance of the tender.
- 2.08. 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 the tender offer.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

3.0. INTRODUCTION

Two part tender for the contract work for Milk sachets checking stacking in tubs, transporting tubs to cold rooms for storage & transporting tubs from cold room to dispatch dock, loading into the vehicles and leak milk sachets segregation, cleaning of floor areas near machine conveyor and cold rooms daily for 3 shifts at Ambattur Dairy for 12(Twelve) months period from the date of execution of agreement by the tenderer.

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

| | |
|---|---|
| i) a. Cost of tender document | Rs.1180/- inclusive of all tax. Rs.100/-extra by post. Tender documents can also be downloaded from the under mentioned designated website at free of cost. |
| b. Website for downloading the tender c. Website for e-submission of tender | www.tenders.tn.gov.in and aavinmilk.com www.tntenders.gov.in |
| ii. a. Date of Pre-bid meeting | 13.04.2022 at 11.30 AM |
| b. Place of Pre-bid meeting | O/o The Joint Managing Director The T.C.M.P.F.Limited, Plot No.29 & 30 Industrial Estate, Ambattur, Chennai - 600 098 |
| iii. Last date and time for submission of the Two Part Tender both Technical bid and Commercial bid | 21.04.2022 at 3.00 P.M |
| iv. Date and time of opening of Part-1 Technical bid | 21.04.2022 at 03.30 P.M. |
| v. Place of opening of Part1 Technical bid | O/o The Joint Managing Director The T.C.M.P.F.Limited, Plot No.29 & 30 Industrial Estate, Ambattur, Chennai - 600 098 |
| vi. Date of opening of Part-II Commercial bid. | Commercial bid will be normally Opened within 60 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. |

Noted and agreed to the above

SIGNATURE OF THE TENDERER

4.0 GENERAL TERMS AND CONDITIONS

TWO PART TENDER for the contract work for Milk sachets checking, stacking in tubs, transporting tubs to cold rooms for storage, transporting tubs from cold room to dispatch dock, loading into the vehicles, leak milk sachet segregation, cleaning of floor areas near machine conveyor and cold rooms daily for 3 shifts at Ambattur dairy for 12 (Twelve) months period from the date of execution of agreement by the tenderer.

- 4.01. The tenderer should furnish an Earnest Money Deposit of Rs.1,00,000 by means of Demand Draft or Banker's Cheque drawn from a Nationalized / Commercial Bank drawn in favour of "The TCMPF Ltd., Chennai".
- 4.02 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 in respect of those items for which the registration certificate has been obtained and tenders called for by the Federation.
- 4.03. The tenderer should have minimum 1 year experience as on the date of opening of technical bid for having provided labourers on contract basis to any food related work in Govt. Organization or Co-operative Institutions or any reputed food related organization. The Federation reserves the right to inspect any organization where the tenderer had provided labourers on contract basis.
- 4.04. The tenderer should have the balance amount of Rs.15.00 lakhs on any date for the past one year either in his/her savings bank account or current bank account as on the date of submitting the tender.
- 4.05. The tenderer should have minimum manpower strength of 140 persons.
- 4.06. The tenderer should provide 140 persons daily for 3 shifts as detailed in the Scope of work in tender clause No. 18.02

Noted and agreed to the above

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- 4.07. The tenderer should have minimum one year experience of having provided not less than 90 Nos. of labourers in a single organization of food industry on contract basis to any Govt. organization or Co-operative Institutions or any food related organization within the period of 5 years as on the date of submitting the tender.
- 4.08. The tenderer should have Employees Provident Fund & Employees State Insurance registration certificates.
- 4.09. The tenderer should have Permanent Account No.
- 4.10. The tenderer should have GST Registration certificate.
- 4.11. If the pre bid day is declared as holiday, the pre bid meeting shall be held on the next working day at the same time and place.
- 4.12. 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.
- 4.13. 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.
- 4.14. 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 part II commercial bids of the tenderers.
- 4.15. The tenderer(s) 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.
- 4.16. The Part – II Commercial bids shall normally be opened within 60 days from the date of opening of the Part – I Technical Bid at the convenient date and time of the Tender Inviting Authority.
- 4.17. The date of opening of commercial bid will be intimated separately to tenderers 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.

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- 4.18. The Tender forms are not transferable or assignable.
- 4.19. The successful tenderer shall be responsible for the discharge of all legal obligations under various labour legislations in force.
- 4.20. In the event of escalation in cost due to reasons of daily wages by the District Collector or any revised tax payable or increase in cost of vegetables or any items related to the Food materials 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.
- 4.21. The variation in the service tax/GST/or any other tax 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.
- 4.22. The signatory of the tenderer should indicate his/her status in which he/she has signed and should submit necessary legally admissible documentary proof in respect of such authority assigned to him/her by the firm.
- 4.23. A 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.
- 4.24. No tenderer shall be allowed to withdraw the tenders after submitting the tender
- 4.25. In case the tenderer engaged workers from other states, it is the liability of the contractor to obtain necessary migration certificate from the authorities of the state concerned as per rules in force and a copy of it should be provided to this office.

5.0 PAYMENT OF EARNEST MONEY DEPOSIT:

- 5.01. The tenderer shall pay an Earnest Money Deposit amount of Rs.1,00,000/- (Rupees One lakh only) by means of Demand Draft or Banker's Cheque drawn from any Nationalized Bank/Commercial Bank in favour of "The TCMPF Limited, Chennai ". It shall be enclosed with the Part-I Technical Bid. No other form of remittance shall be accepted.
- 5.02. Any tenderer claiming exemption from the payment of EMD, shall enclose necessary valid documentary proof for in the form of Entrepreneurs Memorandum EM No. Part-I and part-II as per new system and other accessories MSMED Act 2006 of Tamilnadu Small Industries Development Corporation/the District Industries Centre of Directorate of Industries and Commerce in respect of those items for which the registration certificate has been obtained and tenders called for by the Federation.
- 5.03. The Tender not accompanied with Demand Draft/Bankers Cheque towards the prescribed amount indicated in 5.01 in case of Claiming exemption from the payment of EMD in the form of Entrepreneurs Memorandum EM No. Part-I and part-II as per new system and its accessories MSMED Act2006 as indicated in Clause No.5.02. the tender will be summarily rejected.

Noted and agreed to the above

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- 5.04. If tendering by e – submission, the above said DD for EMD (Sl.No.5.01) should be dropped in the tender box before the closure date and time to this office to The Joint Managing Director’s office, Ambattur, Chennai – 98 before the closure time. Otherwise the tender will be liable for **Summarily Rejected**.
- 5.05. The EMD 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/her offer or backs out before the expiry of the validity period of 180 days from the date of opening of part I Technical bid or after acceptance of the tender.
 - b. If the tenderer revises any of the terms quoted during the validity period.
- 5.06. The successful tenderer alone is the sole employer and it is his/her responsibility to extract work from his/her employees conforming to the stipulations in this tender document. For any commission or omission on the part of his/her employees, the successful tenderer alone is liable and shall pay damages to the Federation for any damage / loss caused to the Federation by his/her employees.
- 5.07. There will be no employer- employee relationship between the employees of the successful tenderer and the Federation.
- 5.08. The successful tenderer alone is liable for implementation of all the Labour Laws applicable to his/her employees.
- 5.09. 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.
- 5.10. 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.

Noted and agreed to the above

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- 5.11. 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.
- 5.12. The employees of the successful tenderer can not claim any benefits or amenities extended to Federation employees.
- 5.13. 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.
- 5.14. The Managing Director, TCMPF Ltd., reserves the right to reject the tender offer without assigning any reasons thereof.
- 5.15. 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 3 months from the date of expiry of the contract in case of delay in finalization of new tender.
- 5.16. The successful tenderer should not engage persons below 18 years and above 50 years of age to do this work.
- 5.17. 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/her bills/deposits etc.
- 5.18. The Successful tenderer should furnish medical fitness certificates as per FSSAI format within 30 days from the date of taking over the job in respect of all his/her workers that they are not affected with any communicable diseases. Such requirement is necessary since they are handling the milk daily. 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.

Noted and agreed to the above

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- 5.19. The Successful tenderer should execute the work as per requirement in the tender documents. If any serious 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 recovering damages for the loss caused to the Federation by such lapses.
- 5.20. If the contract is prematurely terminated on the part of the successful 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.
- 5.21. The successful tenderer shall be responsible for the discharge of all legal obligations under various labour legislations in force.

6.0. SECURITY DEPOSIT:

- 6.01. After evaluation and finalization of Part I Technical bids and Part II Commercial bids, successful tenderer shall furnish a Security deposit amount at 5% of the order value (including EMD) for 12 (Twelve) months, by means of demand draft or Bankers cheque drawn from any Nationalized/commercial Bank in favour of "The TCMPF Ltd., Chennai" payable at Chennai within 10 days from the date of receipt of work order. Failing which the successful tenderer will not be permitted to execute the work.
- 6.02. The Earnest Money Deposit already paid along with the tender shall be adjusted against security deposit to be paid by the successful tenderer.
- 6.03. No exemption will be given from payment of Security deposit by the successful tenderer under any circumstances as per TNTT Act and the same should be remitted by demand draft or Banker's cheque only drawn from any Nationalised / Commercial Bank in favour of "The TCMPF Ltd., Chennai". Bank guarantee or any other form of remittance will not be accepted.

Noted and agreed to the above

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6.04. The security deposit is liable to be adjusted against any loss or damage caused by the successful tenderer to the Federation by violation of the tender conditions.

6.05. 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.

6.06. No interest shall be paid on the Earnest Money Deposit or Security Deposit.

7.0. AGREEMENT:

7.01. The successful tenderer should sign an agreement on a non judicial stamp paper to the value of Rs.100/- within 10 days from the date of receipt of work order. Non execution of the agreement within the stipulated date will lead to cancellation of work order and forfeiture of Security Deposit.

7.02. If the successful tenderer fails to execute the contract satisfactorily at the tendered rate, the security deposit will be forfeited by the Federation.

7.03. If the Federation incurs any loss/ additional expenditure due to the negligence of the successful tenderer or by his/her workers in connection with the work during the period of contract or on extension period, the same shall be recovered together with all charges and expenses from the successful tenderer.

7.04. The losses or damages, if any caused by the successful tenderer or his/her employees to the property of the Federation; the cost as ascertained by the Federation will be recovered from the successful tenderer.

7.05. No increase in the rate will be allowed during the period of contract or on extension period under any circumstances.

7.06. The tenderer should offer his/her rate per 100 litres for this work, taking into consideration, the present minimum wages rate prescribed by the District Collector inclusive of GST and other statutory dues.

Noted and agreed to the above

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8.0. PAYMENT TERMS

- 8.01. Performance of the work done by the Successful tenderer and his/her workers will be evaluated daily. Based on the fulfillment of the contractual obligations for 3 shifts, the monthly bill will be settled.
- 8.02. The successful tenderer shall submit necessary monthly bill in duplicate along with advance stamped receipt, performance report, copies of the EPF & ESI Challans with respect to wage register of the individuals for the previous month and monthly or quarterly GST remittance for making payments.
- 8.03. The actual quantity of despatch alone in the format known as CD 15 (i.e. acknowledged quantity by Marketing wing) only will be considered as production of the day for payment of the bill.
- 8.04. 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.
- 8.05. It is the liability of the successful tenderer to pay GST as per the rules in force.
- 8.06. The payment shall be made within 30 days from the date of receipt of the bills based on satisfactory performance of the work.

9.0. PENALTY:-

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

- 9.01. For cut open of good milk packets, double the cost of sachet milk at maximum retail price (MRP) will be recovered.
- 9.02. For every increase in production of 5000 litres exceeding 4.20 lakh litres per day in packing and despatch, one person has to be deployed in addition to 140 persons. Failing which, double the minimum wages will be recovered.
- 9.03. The milk tubs should not be stacked in more than 2 lines (i.e. 22 milk tubs) at the loading point of distribution vehicle at the despatch dock at any given point of time during loading operation. Failing which, Rs.200/- per vehicle will be recovered.

Noted and agreed to the above

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- 9.04. If good milk packets are damaged in the conveyor due to negligence/shortage of man power by the successful tenderer, the actual cost of milk sachet shall be recovered.
- 9.05. Performance Certificate has to be obtained from the Assistant General Manager (Quality Control), Deputy Manager (Dairy Engineering) and Shift Officers for general cleaning in the Prepac section, Cold room and loading dock daily. Rs.1000/- will be recovered for un-satisfactory upkeeping per day.
- 9.06. For pouring of milk sachets on the floor of cold rooms or in the loading dock floor or wastage or damage of milk packets in any manner, a fine of Rs.1000/- will be recovered per occasion.
- 9.07. For stacking of milk packets in uncleaned tubs, Rs.200/- will be recovered per shift.
- 9.08. Delayed dispatch of vehicles due to the fault of the successful tenderer, Rs.2000/- per occasion will be recovered.
- 9.09. Breaking of tubs due to improper handling/usage, double the cost of tubs will be recovered.
- 9.10. Penalty at 5 times of the maximum retail price cost will be recovered from the bill of the successful tenderer if milk packet or milk product 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 terminated permanently.
- 9.11. In 'A' shift a minimum production of 13000 tubs and in 'B' shift there should be a minimum production of 13000 tubs. For every reduction of a tub, a fine of Rs. 1/- per tub for fall in production will be imposed. However the reduction in production of tubs should be compensated in 'C' shift and the total production in 'A', 'B' and 'C' shifts should match the daily requirement. The entire production and loading of the day should be completed by 4.00am, failing which above fine rate will apply. Repeated offences will attract double the penalty.

Noted and agreed to the above
SIGNATURE OF THE TENDERER

- 9.12. If the workers of the successful tenderer uses SMP polythene liner or SMP empty bag or Empty film carton or any other dairy material for their personal use and then scatters them inside the dairy, penalty at the rate of Rs.500/- per instance will be recovered.
- 9.13. Proportionate rate cut will be imposed for the late arrival of employees or late commencement of work and also early leaving the work spot.
- 9.14. As deployment of 140 workers by the successful tenderer is the essence of the contract and in case of short fall of stipulated number of workers, double the minimum wages for every short fall of workers shall be recovered.
- 9.15. All contract workers should be given token "serially numbered" by the Security Staff before commencement of every shift. These tokens should be returned to the Security wing after the completion of the Shift. Non return of tokens or loss of token penalty of Rs.100/- per token shall be recovered.
- 9.16. No worker is permitted to take bath inside the premises or take lunch other than the specified places If found, Penalty at the rate of Rs.100 per occasion shall be recovered.
- 9.17. The damaged film should be washed with water and taken to scrap yard and dumped/stored systematically, If dumped or placed or stored other than the scrap yard, a penalty of Rs.1000/- per day shall be recovered.
- 9.18 The contract workers should be present at the work spots during working hours. Failing which, double the minimum wages will be recovered from the Contractor as penalty, for each shortfall of man days.
- 9.19 Non-clearance of leaky sachets and non-cleanliness of conveyor at the stacking place at the end of the work and at the loading dock if found, would lead to impose penalty of Rs.500/-

10.0 VIOLATION OF CONTRACT

- 10.01. 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

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10.02. Time being the essence of this contract, no variation shall be permitted. If the successful tenderer fails to despatch and execute the work in full or part of the work as per the work order, the Federation reserves the right to cancel the order besides forfeiting the security deposit and the resultant loss.

10.03. If the successful tenderer defaults to execute agreement or to pay security deposit or to execute the ordered quantity either in part or full shall be terminated from the contract and shall be debarred from participating in the subsequent any tenders for a period of 3 years in the Federation and its District Union Dairies. Besides, the existing contract works being carried out in the Federation and its Dist. Unions also will be terminated.

10.04 For violation of any of the Terms and conditions of the contract, the Federation reserves the right to terminate the contract.

10.05. In the event of termination of contract, the Security Deposit will be forfeited and the resultant loss shall be recovered from the successful tenderer.

11.0. LEGAL JURISDICTION:

a) The successful tenderer shall become an Associate Member of TCMPF Ltd. by paying the requisite fees under the Tamilnadu Co-operative Societies Act & Rules.

b) 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.

c) In case of dispute, the relevant court in Chennai alone will have jurisdiction.

12.0. PRE-QUALIFICATION

The Part – I Pre-qualification cum technical bid contain the undermentioned aspects pertaining to the prospective contractor about his/her suitability, capacity, financial status, antecedents, past performance etc. The tenderer should furnish all the Photostat copies of the following documents duly attested by a Notary Public and enclose them along with the part-I technical bid of the tender.

Noted and agreed to the above

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- 12.01. The tenderer should furnish an earnest money deposit amount of Rs.1,00,000/- (Rupees One lakh only) by means of Demand Draft / Banker's cheque drawn in favour of the "The TCMPF Ltd., Chennai" from any nationalized / commercial bank payable at Chennai. **No other form of remittance shall be accepted.**
- 12.02. If, the tenderer claiming exemption from the payment of Earnest Money Deposit, should enclose 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 in respect of those items for which the registration certificate has been obtained and tenders called for by the Federation.
- 12.03 The tenderer should have minimum one year experience as on the date of submitting the tender for having provided labourers on contract basis to any food related work in Govt. organization or Co-operative Institutions or any reputed food related organization along with performance certificate. The Federations reserves the right to inspect any organization where the tenderer provided labourers on contract basis. The Photostat copies of work order or any other relevant documents should be enclosed as documentary evidence.
- 12.04 The tenderer should have financial capacity of meeting one month bill approximately for Rs.15.00 lakhs. In this regard the tenderer should furnish documentary evidence by way of statement of account, either Savings Bank account or Current Bank account showing the monthly or transaction balance amount of Rs.15.00 lakhs for the past 1 year as on the date of submitting the tender.
- 12.05. The tenderer should furnish the Photostat copy of work order or attendance register or wage register or Employees Provident Fund challans or Employees State Insurance challans or any other relevant document containing a minimum manpower of 90 persons.

Noted and enclosed the above

SIGNATURE OF THE TENDERER

- 12.06. The tenderer should furnish the photostat copy of documentary evidence for having minimum one year experience, provided not less than 90 Nos. of labourers in a single organization of food industry on contract basis to any Government organization or Co-operative Institutions or any reputed food related organization within the period of 5 years as on the date of submitting the tender.
- 12.07. The tenderer should furnish the Photostat copy of Employees Provident Fund and Employees State Insurance registration certificates.
- 12.08. The tenderer should furnish the Photostat copy of Permanent Account No
- 12.09. The tenderer should furnish the Photostat copy of GST certificate.
- 12.10. The tenderer should produce all the above mentioned documents in original for verification when called for.
- 12.11. 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 in any Federation/District milk unions previously during the last 3 years.

THE TENDER NOT COMPLYING WITH THE ABOVE TENDER REQUIREMENT IS LIABLE FOR REJECTION.

Noted and enclosed the above

SIGNATURE OF THE TENDERER

13.0. TENDER EVALUATION CRITERIA:

- 13.01 The tender offer should be unconditional and it should be for conforming to all the stipulations in the tender terms and conditions.
- 13.02. The tender will be evaluated as per TNTT Act.
- 13.03. The tenderer should offer his/her rate per 100 litres basis plus GST and all other costs as mentioned in the tabular column of the commercial bid.
- 13.04. No column should be left blank in the commercial bid. In such case the tender will not be considered for evaluation.
- 13.05. All inclusive end rates shall be considered for evaluation of the lowest offer.

14.0 VALIDITY

- 14.01. 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.
- 14.02. 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.

15.0 DEVIATION:

- 15.01. The offers of the tenderer with deviations on technical/ commercial bids of the tender will be rejected
- 15.02. No alternate offer will be accepted.

Noted and enclosed the above
SIGNATURE OF THE TENDERER

16.0 CHECK LIST:

Kindly ensure compliance of the undermentioned documents attested by the Notary public enclosed with part-I Technical bid only as per Tender terms & conditions mentioned in pre qualification in Serial No.12.

| | |
|--|----------|
| <p>1. Whether the EMD amount of Rs.1,00,000/- (Rs. One lakh only) by means of Demand Draft / Bankers cheque drawn from a Nationalized Bank/Commercial Bank drawn in favour of "The TCMPF Ltd., Chennai" enclosed ? If yes, details of Demand Draft / Banker's cheque No., date, Bank on Which drawn etc. shall be furnished? Demand Draft / Banker's cheque. No..... date..... Drawn at Branchdrawn in favour of "The TCMPF Ltd., Chennai".</p> | Yes/No |
| <p>2.If not, whether 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 Act2006 of Tamilnadu Small Industries Development Corporation/the District Industries Centre of Directorate of Industries and Commerce in respect of those items for which the registration certificate has been enclosed for exemption from the payment of Earnest Money Deposit?</p> | Yes/No |
| <p>3. Whether the photostat copy of the work order or any other certificates obtained from any food related work in Govt. organization or any co-operative Institution or any reputed food related organization for having minimum one year experience as on the date of submitting the tender for having provided labourers on contract basis enclosed?</p> | Yes / No |
| <p>4. Whether the Photostat copy of bank account showing the balance amount of Rs.15.00 lakhs in his/her account an any dates for the past 1 year as on the date of submitting the tender enclosed?</p> | Yes / No |
| <p>5. Whether the Photostat copy of the work order or attendance register or wage register or EPF or ESI Challans or any other relevant documents containing a minimum man power of 90 persons enclosed?</p> | Yes/No |
| <p>6. Whether the photostat copy of any document evidence for having minimum one year experience, provided not less than 90 Nos labourers in a single organization of food industries on contract basis to any Govt. organization or co-operative institution or any reputed food related organization within the period of 5 years as on the date of submitting the tender enclosed?</p> | Yes/No |

SIGNATURE OF THE TENERER

| | |
|---|---------|
| <p>7. Whether the Photostat copies of the following certificates enclosed? If so, the details:</p> <p>a) E.P.F registration No.....</p> <p>b) E.S.I registration No.....</p> <p>c) PAN Account No.....</p> <p>d) GST registration No</p> | Yes/No |
| <p>8. Whether the tenderer either had been black listed or charged for non -performance in executing any of the contractual obligations either partly or fully in the past 3 years in the Federation or it's District Union dairies.</p> | Yes/No. |
| <p>9. Whether the price schedule of the Commercial Bid Part-II tender duly filled up in figures and words? If any correction made, whether it is authenticated by the tenderer or his/her authorized signatory?</p> | Yes/No. |
| <p>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/her authorised signatory?</p> | Yes/No. |
| <p>11. Whether the part I Technical Bid have been sealed and duly superscribed as "Tender for the contract work for Milk sachets checking, stacking in tubs, transporting tubs to cold rooms for storage, transporting tubs from cold room to dispatch dock, loading into the vehicles, leak milk sachet segregation, cleaning of floor areas near machine, conveyor and cold rooms daily for 3 shifts at Ambattur Dairy" for 12 (Twelve) months period from the date of execution of agreement by the tenderer?</p> | Yes/No |
| <p>12. Whether the part II Commercial bid cover have been sealed and duly superscribed as "Tender for the contract work for Milk sachets checking , stacking in tubs, transporting tubs to cold rooms for storage, transporting tubs from cold room to dispatch dock , loading into the vehicles, leak milk sachet segregation, cleaning of floor areas near machine, conveyor and cold rooms daily for 3 shifts at Ambattur Dairy for 12 (Twelve) months period from the date of execution of agreement by the tenderer?</p> | Yes/No |
| <p>13. Whether these two sealed covers for "Part-I Technical Bid" and "Part-II Commercial Bid" are one put in a single large cover, duly superscribed as indicated above addressed and sealed at appropriate places?</p> | Yes/No |

Noted and enclosed as above

SIGNATURE OF THE TENDERER

17.0 PARTICULARS OF THE TENDERER:

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

Noted and enclosed as above

SIGNATURE OF THE TENDERER

18.00 SCOPE OF WORK

The scope of work involves collection of filled milk sachets of ½ Lit / 1 Lit./5 lit./225ml of different types such as Toned Milk, Standardized Milk, Full Cream Milk & Double Toned Milk, Teamate from conveyer, checking, stacking in empty tubs, feeding of empty tubs from tub washer stock yard to stacking place, storing of stacked milk tubs in cold rooms, transferring the milk tubs to the loading dock, loading into the vehicles, leak sachets segregation, removal of damaged / leak sachets film to scrap yard, cleaning of cold rooms, stacking place & pre-pac machine rooms, Loading docks, mini tanks, all bowls etc. as detailed below:-

18.01 Daily an average quantity of 4,20,000 litres of filled milk sachets to be collected from the Conveyer, stacked, transferred to Cold rooms and to be loaded in the route vehicles daily in three shifts.

18.02 The successful tenderer should provide 140 No. of persons for 3 shifts starting from 6.00 am to next day 5.00 am daily for the above work as detailed below

| S. No | Particulars | 'A' shift 6.00 am to 2.00pm | "B" Shift 2.00pm to 10.00 pm | "C" Shift 9.00 pm to 5.00am | Total |
|-------|--------------------------------------|-----------------------------------|------------------------------------|-----------------------------------|-------|
| A | Supervisor | 1 | 1 | 1 | 3 |
| B | Stacking of milk sachets in tubs | 30 | 30 | 20 | 80 |
| C | <u>Trolley</u> | 2 | 2 | 2 | 6 |
| i. | Empty Feeding | 2 | 2 | 2 | |
| ii. | Stacking in Cold Room | 5 | 5 | 7 | 17 |
| D | <u>Leak Segregation</u> | 2 | 2 | 8 | 12 |
| i. | During packing and stacking | | | | |
| E | Loading to marketing vehicle | - | - | 20 | 20 |
| F | General cleaning | 1 | 1 | - | 2 |
| G | Total man power | 41 | 41 | 58 | 140 |
| H | Cold room stock target (No. of tubs) | 13000 | 13000 | 9000 | 35000 |

Note:The above deployment of workers may change after the infrastructure development like increase in milk cold room capacity, increase in number of high speed packing machines etc. But the total manpower will remain same if the production will be planned for two shifts i.e in day time itself and the despatch in third shift/night.

18.03 For every increase in production of 5000 litres of milk exceeding 4.20 lakhs litres per day in packing and dispatch, one person has to be deployed in addition to 140 persons.

Noted and agreed to the above
SIGNATURE OF THE TENDERER

- 18.04 For every decrease of 5000 liters of milk in production in 4.20 lakhs litres per day in packing and dispatch by the Federation due to any reason one person can be short supplied by the successful tender in the total manpower of 140 persons.
- 18.05. After the receipt of the work order, the successful tenderer should physically present 140 nos. of his/her workers along with the details of workers before the Deputy General Manager (Dg)/ Shift Officer Ambattur dairy, 1 or 2 days prior to the date execution of the work in the office hours to assess the strength of man power to execute the work in time.
- 18.06. Checking and stacking of milk sachets should commence immediately after cleaning the working place at 6.00 am every day and to continue to next day 5.00 am for 3 shifts. The successful tenderer should ensure that each labourer/ supervisor is given half an hour interval within that shift, in such a way that the continuity of the work and productivity are not affected.
- 18.07. The employees of the successful tenderer should wash their hands clean before taking up the work.
- 18.08. The persons so supplied shall stack milk sachets of 24 Nos. of ½ Lits. or 12 Nos. of 1 Lits. in every tubs which may again be stacked to the height of 11 Nos. and stock the same in the cold rooms
- 18.09. The sachets stacked in tubs should be stored in orderly manner systematically in the cold rooms for easy loading.
- 18.10. The tubs should not be stacked in more than 2 lines vertically (i.e. 22 milk tubs) at the loading point of distribution vehicles at the dispatch docks at any given point of time during the loading operations.
- 18.11. The successful tenderer should ensure the availability of empty tubs nearer to sachet stacking place, from the tub washer yards.
- 18.12. The milk Sachets should be stacked horizontally in the empty tubs as mentioned in Sl. No.18.08 In the event of stacking more than the required No. of packets in the tubs would lead to imposing of penalty equivalent to double the rate of MRP of each sachet for the No. of milk sachets found extra.
- 18.13. The successful tenderer should ensure clearing the milk sachets at the end of conveyor by deploying sufficient man power then and there to avoid accumulation and wastage of sachets milk.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

- 18.14. The leaky packets should be cut opened and the milk should be poured in the leak-milk vats.
- 18.15. The successful tenderer should ensure that the cold rooms are kept in neat and clean condition.
- 18.16. The successful tenderer shall bring the polythene rolls from general stores and stock them in the rooms allotted nearer to the packing place.
- 18.17. The successful tenderer should provide one supervisory staff each in A, B and C shift who should supervise all the work allotted to them and co-ordinate with Deputy Manager (Dairy Engineering) / Milk Recorder /Shift Officer.
- 18.18. The successful tenderer shall suitably direct his/her employees to rectify any defects pointed out by the Shift Officer/ Deputy Manager (Dairy Engineering) and they shall not leave the place of work allotted to them to any other place without the specific permission of Shift Officer.
- 18.19. The work should be carried out on all days of the year, including on bundh days, hartal days and even on natural calamity days unless and otherwise it is declared, not necessary by the Federation. Further loading works to the route vehicles should be completed before 2.00 AM and whole sale dealer vehicles should be completed before 3.00 AM daily.
- 18.20. The successful tenderer should deploy his/her contract workers for various operations such as empty tubs feedings , Checking , stacking, transporting tubs to cold rooms, transporting tubs from cold room to dispatch dock, loading into the vehicles, leak milk segregation and general cleaning before, after and during production of every shift.
- 18.21. The following detergent and washing materials should be provided by the successful tenderer at his / her own cost at per month. If it is supplied by the federation, double the cost of the materials will be recovered from the bill of the successful tenderer.

The following quantity of cleaning materials should be used for a month.

- i) Teepol 120 Ltrs.
- ii) Hand brush 10 Nos.
- iii) Squeezer 4 Nos.
- iv) Cob web remover 2 Nos.
- v) Colin 2 bottles.
- vi) Long Brush 4 Nos.
- vii) Scrubber 50Nos.
- viii) Water hose required length.

to clean the cold room, stacking area, Machine area, loading dock and prepac related areas. All mini tanks, spouts, all bowls should be cleaned daily after completion of production.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

- 18.22. The successful tenderer should ensure that their workers abide by the instructions of the Deputy General Manager (Dairying) /the Shift Officers, of this dairy given to them from time to time.
- 18.23. The successful tenderer shall comply with the requirements or directions of statutory authorities like Inspector of Factories, Employees State Insurance etc., pertaining to the contract work.
- 18.24. The successful tenderer should compulsorily maintain a Wage register showing the wages paid to his/her workers. The register should be produced along with the bill.
- 18.25. The Successful tenderer shall be responsible for the discipline of the persons engaged by him/her for the execution of the works.
- 18.26. General discipline, respect to co-workers especially to women workers should be maintained.
- 18.27. All the workers should wear apron, head cap to cover their hair in the head fully, hand gloves, mask and identity cards while on duty. The above items should be provided to them by the successful tenderer within one month from the date of execution of contract. In the event of failure to do this, the Federation will supply the same and double the cost will be recovered from the successful tenderer.
- 18.28. The successful tenderer shall provide,
- (i) Identity cards with name, colour photo of his/her workers, date of birth, temporary and permanent address of all his/her contract workers.
 - (ii) Medical fitness certificate as per FSSAI conditions for all workers.
 - (iii) Copy of Aadhaar card should be submitted.
- The above said documents should be submitted within one month after taken up by the successful tenderer.
- 18.29 Wearing of bangles, jewels & flowers by women workers is prohibited.
- 18.30. No labourer of the successful tenderer shall be supplied any eatables from the dairy canteen at subsidized rates applicable to workers/staff of The TCMPF Ltd.
- 18.31. Usage of panparag or similar items, by the workers inside the dairy premises is prohibited. If found, suitable penalty will be imposed.
- 18.32. Smoking, spitting, littering or any other kind of intoxicants by the workers inside the dairy premises is prohibited.
- 18.33. Use of mobile phones by the contract labourers except supervisor is prohibited at the working place. The Federation reserves the right to take suitable action in case of violation.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

- 18.34. 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.
- 18.35. The successful tenderer shall be responsible for the discharge of all legal obligations under various labour legislations in force.
- 18.36. The successful tenderer should do the work directly and no sub contract is allowed.
- 18.37. The successful tenderer shall bear all expenses regarding uniforms, preparation of their ID Cards, compensation, wages and allowances such as PF, ESI etc.,
- 18.38. The successful tenderer shall pay the wages to the individual on or before 12th of every succeeding month.
- 18.39. The successful tenderer shall submit the workers 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.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

AAVIN
THE TAMILNADU CO-OPERATIVE MILK PRODUCERS'
FEDERATION LIMITED
AMBATTUR DAIRY
CHENNAI - 600 098

PART – II

COMMERCIAL BID

QUALIFICATION

The Commercial offers of such of those tenderer who qualify themselves for being considered for the tender for the contract work for Milk sachets checking, stacking in tubs, transporting tubs to cold rooms for storage and transporting tubs from cold rooms to dispatch dock, loading into the vehicles, leak milk sachet segregation, cleaning of floor areas near machine, conveyor, cold rooms and dispatch dock daily for 3 shifts at Ambattur Dairy for 12(Twelve) 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 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 QUOTATIONS: RATE QUOTED PER 100 LITRES

Contract work for Milk sachets checking, stacking in tubs, transporting tubs to cold rooms for storage, transporting tubs from cold room to dispatch dock, loading in to the vehicles, leak milk sachet segregation, cleaning of floor areas near machine, conveyor, cold rooms and dispatch dock daily for 3 shifts at Ambattur Dairy for 12 months.

| Description | Rate per 100 litre (Rs. ps.) |
|--|--|
| 1. Basic Rate quoted | |
| 2. Add GST at 18% | |
| 3. End rate (End rate is inclusive of payment of GST and all other costs and incidental services) | Rs..... (Rupees.....only) per 100 litre. |
| <p>NOTE:</p> <p>A. The successful tenderer shall be responsible for the discharge of all legal obligations under various labour legislations in force and should take care of other statutory dues like ESI,EPF and GST etc.</p> <p>B. 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/her authorized signatory.</p> <p>C. If any discrepancy is found between the prices quoted in words and in figures, the lower of the two shall be considered.</p> <p>D. After quoting the rate, if the tenderer goes back, the Earnest Money Deposit remitted by the Tenderer shall be forfeited fully.</p> <p>E. The lowest end rate per 100 litres will be considered for award of contract.</p> | |

NOTED AND AGREED TO THE ABOVE

SIGNATURE OF THE TENDERER