



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

**DAIRY CUM POWDER PLANT, AMMAPALAYAM  
THIRUVANNAMALAI – 606 704**

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**TWO PART TENDER  
FOR PACKING OF GHEE  
IN VARIOUS PACKING ON CONTRACT BASIS FOR  
THE PERIOD OF ONE YEAR 2023-2024  
AT DAIRY CUM POWDER PLANT,  
AMMAPALAYAM, THIRUVANNAMALAI - 606704**

**PART – I  
TECHNICAL – BID**

**TWO PART TENDER APPLICATION**

From  
M/s.

To  
M/s. The Joint Managing Director,  
T.C.M.P.F. Limited.,  
Dairy Cum Powder Plant,  
Ammapalayam,  
Tiruvannamalai.

Sir,

Sub: Two part tender for Packing of the Ghee in Various packing at Dairy Cum Powder Plant on contract basis for the period of one year (12 Months - 2023-2024) submission of tender documents - Regarding.

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Having examined the two part tender documents consisting of Part I pertaining to Pre-Qualification/Technical Bid and Part II Commercial Bid with price quote, 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 evidence admissible in law in respect of authority assigned to me on behalf of the bidding firm is herewith attached to us / me on behalf of the bidding firm is herewith attached.

I submit the documents herewith taking into consideration of all the instructions, terms and conditions in the detailed two part tender notice.

**SIGNATURE OF THE TENDERER**

I/We understand that the Managing Director, T.C.M.P.F. Ltd., Aavin Illam, Nandanam, 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 180 days from the date of opening of Part –I Technical bid.

Enclosures:

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

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

**NAME:  
(IN BLOCK LETTERS)  
(SEAL)**

## **2. INSTRUCTIONS TO THE TENDERERS**

This two-part tender document consists of:

- a) Part I - Pre-qualifying technical bid**
- b) Part II- Commercial bid for price-quote schedules.**

1. Read all the terms and conditions of the two-part tender carefully before you start filling up.
2. The tenderers are to submit the ORIGINAL SET of the two part Tender (Both part-I) Technical Bid and part-II Commercial Bid) duly filled in attach necessary documents and are advised to retain the duplicate set of documents for their records.
3. The Part-1 pre-qualification Cum Technical bid consisting of page Nos 1 to 21 and the part-II Commercial bid consisting of page Nos. 1 to 2 should be submitted. **The tender document duly filled can only be submitted by e-tendering through e-procurement website “<http://www.tntenders.gov.in> for “Tender for the work of contract of Packing of Ghee in various Packing at Dairy Cum Powder Plant, Ammapalayam, Thiruvannamalai for period of one year (2023-2024) Twleve (12) months and is extendable up to (3) three months at the same rate and on the same terms and conditions from the date of expiry of contract by the successful tender.**
4. The Part-II Commercial Bids shall be opened within 90 days of the opening of the part-I per-qualification –Technical Bids in the presence of Tenderers or their authorized representative who opt to be present. The date of such opening of Commercial Bid will be informed separately to those who qualify in the PART I Technical Bid.

**SIGNATURE OF THE TENDERER(S)**

5. Kindly go through check list given and ensure compliance of the terms and conditions.
6. The tenderer is specifically informed that all the 1-21 pages in part I- Technical Bid and page 1-2 in part II-Commercial Bid should be signed at the bottom of each page without any omission by the tender/ their authorized signatory with name and seal of the firm in token of acceptance of the contents there above.
7. The tenderers who download the documents from the web site are instructed to look for any corrigendum after the date of Pre bid meeting for any amendments if any issued. They are advised to download the above amendments and enclose it without fail along with the technical bid documents duly authenticated. In case of failure to submit the amended documents (if any) the federation reserves the right to reject the tender offer.

I agree to abide by the above instructions

**SIGNATURE OF THE TENDERER**

### **3.0. TENDER SCHEDULE**

Two part tender for the contract of “Packing of Ghee in Various packing at Dairy Cum Powder Plant, Ammapalayam” for one year (Twelve) months period from the date of work order.

This Two Part Tender form contains the schedules as indicated in the index

1.	Pre-bid meeting	04.08.2023 at 11.30 AM
2.	Last date and time for submission of the two part Tender-both Technical and Commercial Bids.	16.08.2023 Up to 3.00 PM
3.	Date and Time of Opening of Part-I Pre-qualification Tender – Technical Bids.	16.08.2023 at 3.30 PM
4.	Place of Pre bid meeting and Opening of Part-I tender Pre-qualification cum –Technical Bid and part II Commercial bids	Office of the Joint Managing Director, TCMPF Limited, Ambattur Dairy, Chennai – 600 098.
5.	Date and time of opening of Part-II Tender commercial bids	Will be opened normally within 90 days’ time from the date of opening of Part I pre-qualifications cum Technical bids on the date and time convenient to the Tender Inviting Authority and those who qualify in the part I Technical bid will be intimated the date and time of commercial bid opening.

Noted the above  
**SIGNATURE OF THE TENDERER**

#### **4.0 GENERAL TERMS AND CONDITIONS**

- 4.1 The Contractor should register himself with the appropriate Registration authority of Labour Department, Government of Tamil Nadu, and Chennai-600 006, under Section 7 of the Contract Labour (Regulation and Abolition Act 1970.
- 4.2 PAN Card to be produced. Otherwise appropriate rate of tax will be deducted from the bill amount.
- 4.3 EPF Registration Certificate have to be enclosed in Technical Bid documentary.
- 4.4 GST Registration Certificate to be produced.
- 4.5 If the Contractor fails to furnish the E.P.F. payment details with the bills, the bills it will not be settled.
- 4.6 The Contractor should maintain a register of workmen employed by him, muster roll, Wages register etc. and must comply with all the provisions of Contract Labour (Regulation and Abolition) Act 1970 and other Labour laws.
- 4.7 The Federation is entitled to deduct contribution payable under EPF Act from the Contractor in respect of the Contract Labour without any prior notice if required.
- 4.8 The Contractor shall discharge all the obligation's cast under
  - a) The Tamil Nadu Contract Labour (Regulation and Abolition) Act 1970.
  - b) Employees Provident Fund Act.
  - c) The Tamil Nadu Minimum Wages Act.
  - d) Health related Act and other Acts applicable from time to time.
- 4.9 The validity of the Contract is for one year from the date of execution of work and it is extendable further for another three months in the event of delay in finalisation of new tender.
- 4.10 The Contractor has to adopt the procedures as laid down by the Deputy General Manager (Engg), Dairy Cum Powder Plant, Ammapalayam, Thiruvannamalai.
- 4.11 The Contractor has to arrange adequate manpower to load the Butter in melting vat, pack the Ghee in various Packing sizes , loading and stacking the packed Ghee in godown and cleaning at Dairy Cum Powder Plant, Ammapalayam, Thiruvannamalai as per the scope of work.
- 4.12 The Contractor should not engage persons below 18 years of age.

**Signature of the Tenderer**

- 4.13 The Contractor shall be responsible for the discipline of the persons engaged by him for the execution of the work.
- 4.14 It is specifically stipulated that the Federation has no connection whatsoever with the employees engaged by the contractor. The Contractor shall be responsible for the discharge of all legal obligations under various labour legislations in force for the persons engaged by him.
- 4.15 The Contractor shall be responsible to the TCMPF for any loss or discharge arising out of theft, burglary, pilferage, larceny, mischief, looting etc., due to the involvement and any negligence of his workers and he shall make good any such loss or damage to the Federation and such losses are liable for deduction from contractor bills/deposits etc.
- 4.16 The contractor shall indemnify and keep harmless the TCMPF Ltd., from any claim by an employee/workers employed/engaged by him for the purpose under workmen Compensation Act, or Employer's Liability Act or any other acts of such nature respectively in force.
- 4.17 The Contractor shall be responsible for the behaviour of his workers or for non compliance of the procedures, suitable penalty will be imposed including cancellation of the agreement.
- 4.18 The Contractor should ensure the personal cleanliness and hygiene of the workers engaged by him.
- 4.19 All the Contract workers employed by the Contractor will have to undergo medical checkup once in 6 months as per the relevant provisions of the Factory Act and take necessary preventive medicines as directed by the Medical Officer. Persons found unfit medically will have to be removed and replacement made immediately.
- 4.20 The contractor should provide two sets of uniform to their staff annually at his/her own cost and should ensure that their staff are neat and in uniform while on duty.
- 4.21 The contract workers must wear clean uniform, gloves and caps with the name of the company or emblem and identity card issued by the contractor while on duty for easy identification.

**Signature of the Tenderer**



- 4.22 The contractor and his/her workers should be courteous while on duty for easy identification
- 4.23 A committee consisting of TCMPF employees will inspect the premises for cleanliness and hygiene. They will inspect the working area , packed ghee. All improvements in the day to day operations will be suggested by the Committee. The Contractor has to coordinate with the Committee in all respects.
- 4.24 In the event of any dispute, between the contractor and his/her Staff, the Contractor is solely responsible to settle the issue.
- 4.25 a) Penalty amount of Rs.500/- for the first default and double the penalty for the subsequent defaults will be imposed for violation of any of the terms and conditions. The contract will be terminated at the discretion of the Federation for the third default.  
b) In case the contractor is unable to engage the required No. of employees due to any reason, for satisfactory completion of the work, the loss suffered by the Federation, on account of his such failure, and as ascertained by the Federation, shall be made good by the Contractor, forthwith.  
c) If the contractor is found to be blacklisted or terminated in any other contract with the Federation/District Unions, the Federation reserves the right to terminate the contract.
- 4.26 If the contractor fails to execute the contract work as stipulated in the annexure, satisfactorily at the contract rate throughout the contract period, the Security Deposit will be forfeited in full by the Federation.
- 4.27 The Contractor shall be liable to forfeiture of Security Deposit and penalty at the rate quoted. If on any occasion the production is affected due to not carryout the Ghee packing works and go slow by the workers etc. because of providing the sufficient manpower.
- 4.28 In case of dispute, the Deputy Registrar (Dairying) Court, Tiruvallur alone shall have jurisdiction.
- 4.29 The cleanliness and hygiene in and around the melting and packing area will be the responsibility of the Contractor. If any lapses noticed, a fine of Rs.50/- will be imposed. In addition to the fine the contractor has to do the works.
- 4.30 The Managing Director, TCMPF Limited reserves the right to terminate the contract without assigning any reason thereof. The decision shall be final and binding.

- 4.31 The Ghee should be packed as per indent given by federation for a period of one year.If the Federation decides, the contract will be extended for further period of three months.
- 4.32 The signatory of the tenderer should indicate his/her/their status in which he/she/they have signed and submit necessary Legally/Lawfully admissible documentary proof in respect of such authority assigned to him/her/them by the firm. If the tender opening day is declared as a holiday, the tenders shall be received and opened immediately on the next working day at the same time and place.
- 4.33 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
- 4.34 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 Contract Labourer.
- 4.35 The employees of the successful Tenderer cannot claim any benefits or amenities extended to Federation employees.
- 4.36 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 up to three months from the date of expiry of the contract. If any required by the Federation.
- 4.37 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.
- 4.38 If the successful Tenderer defaults to execute agreement or to pay security or to supply ordered quantity either in part or full shall be debarred from participating in the subsequent Tender for a period of three years.
- 4.39 The Tenderer should quote their rates for Packing of Ghee in various packing sizes at Dairy Cum Powder Plant, Ammapalayam, Thiruvannamalai in a separate commercial bid.

**Signature of the Tenderer**

**PAYMENT OF EMD**

4.40 The tenderer should pay an EMD amount of Rs.53,000/- (Rupees Fifty Three Thousand only). The above said EMD shall be remitted online only before the closure date and time as specified.

4.41 **The tender document without EMD as mentioned in Sl.No.4.40 will be summarily rejected.**

4.42 The EMD remitted by the Tenderer shall be forfeited in full and the offer will be summarily rejected in the following contingencies.

- i) If the Tenderer withdraws his offer or backs out before the expiry of the validity period or after acceptance of the tender
- ii) If the Tenderer revises any of the terms quoted after opening the Tender.

**SIGNATURE OF THE TENDERER.**

**SECURITY DEPOSIT:**

- 4.43 A Security Deposit @ 5% of the work value (including EMD) should be paid on receipt of the orders from the Federation. The Security deposit amount will be refunded only after the expiry of six months from the date of completion of the contract after issuance of Certificate by the Deputy General Manager (Engg) that the contract has been executed satisfactorily.
- 4.44 The EMD paid already along with the tender shall be adjusted against the security deposit to be paid by the successful tenderer.
- 4.45 No exemption will be given from payment of Security Deposit under any circumstances as per TNTT Act and the same should be remitted by Demand Draft from any Nationalized/ commercial Bank in favour of "The Deputy General Manager (Engg), DCP, Ammapalayam "
- 4.46 The Security Deposit is liable to be adjusted against any loss or damage caused by the contractor to the Federation by violation of the tender condition.
- 4.47 The Security deposit will be refunded only after the expiry of 6 months from the date of satisfactory completion of the contract and satisfactorily complying with the scope of work and terms and conditions thereof.
- 4.48 No interest shall be paid for the Earnest Money Deposit or Security Deposit.

**AGREEMENT**

- 4.49 The successful contractor shall execute an agreement on Rs.100/- stamp paper incorporating the terms and conditions of the contract and scope of work within 15 days from the date of intimation of the acceptance of the order. In case of default of either of these conditions (i.e.) remitting the Security Deposit and execution of the agreement (within the time allowed), the E.M.D. paid will be forfeited.

**Signature of the Tenderer**

## **5. PRE - QUALIFICATION CRITERIA**

The Pre-qualification tender/ PART -1 technical bid will contain the under mentioned aspects pertaining to the prospective contractor about their suitability capacity, financial status, antecedents, past performance etc.,

5.1. The tenderer should furnish the Photostat copies of the following documents duly attested by a Gazatted Officer/Notary Public and enclose along with the tender part-I technical bid .

5.2. The tenderer should have minimum one year experience as on the date of opening of the Technical Bid for having provided labourers on contract basis to any Govt. organization, Co-op. institutions or any reputed organization within the last 3 years from the notice inviting tender. The Federations reserves the right to inspect any organization where the tenderer provided labourers on contract basis. The copies of Registration or work order should be enclosed as documentary evidence.

5.3 The tenderer should have financial capacity of meeting one month bill approximately Rs. 2.0 lakhs and submit documentary evidence by way of bank statement of account either Savings Bank or Current Bank Account for the past 1 year duly certified by the bankers.

5.4 **The tender document without EMD as mentioned in Sl.No.4.40 will be summarily rejected.**

5.5 Tenderer should submit current EPF registration certificate, PAN card and GST Certificate attested by the Notary Public.

5.6 The tenderer should furnish the attested copy of the work order and attendance register, wage register or EPF challans or any other document containing a minimum manpower of 30 persons.

5.7 The tenderer should furnish Photostat copy of documentary evidence for having provided not less than 30 Nos. of labourers for one year in a single organization on contract basis to any Govt. organization or Coop. Institutions or any reputed organization within the period of 3 years as on the date of submitting the tender.

5.8 The tenderer should furnish Photostat copy of E.P.F registration certificates.

5.9 The tenderer should furnish Photostat copy of PAN Card.

**Signature of the Tenderer**

- 5.10 The tenderer should furnish Photostat copy of GST registration certificate.
- 5.11 The tenderer should produce all the above mentioned documents in original for verification when called for.
- 5.12 The Federation reserves the right to reject the offer of a tenderer who had either been black-listed or terminated for non-performance of any work either in part or full in the Federation / District Unions previously during the last 3 years.
- 5.13 The tender will be evaluated as per TNTT Act.
- 5.14 All inclusive end rate shall be considered for evaluation of lowest offer.

**Signature of the Tenderer**

**6. TERMS OF PAYMENT**

- 6.1 The successful tenderer shall submit necessary monthly bill in triplicate for payment on the 1<sup>st</sup> of succeeding month along with advance stamped receipt, performance report, copies of the EPF Challans of the previous month and monthly GST payment for making payments.
- 6.2 The payment shall be made within 30 days from the date of receipt of the bills based on attendance / performance of the work.
- 6.3 The contractor shall disburse wages to the workers working under the control every month as per the rules in force. He has to furnish the details of disbursement of wages to his workers to the DGM (Engg), Dairy Cum Powder Plant, Ammapalayam on demand.
- 6.4 Applicable rate of Income tax will be deducted from the monthly bill of the successful tenderer and the same will be remitted to the Income Tax Department.
- 6.5 The Tenderer should produce all original documents for verification copies of which were submitted during the evaluation of Part I Technical Bids when called for.
- 6.6 It is the liability of the successful tenderer to pay entire GST as per the rules in force.
- 6.7 Loss or damage if any caused by the successful tenderer to the Federation shall be adjusted against the bill amount.

**7. VALIDITY**

- 7.1 The Tender shall be kept for acceptance for a period 180 days from the date of opening of Part I Technical Bid. The offers with lower validity period are liable for rejection.
- 7.2 The Tenderer shall agree to extend the validity of the bids without altering the substance and prices of their bid for further period, if any required by Federation.

### **8. VIOLATION OF CONTRACT**

- 8.1 Not with-standing anything contained in the tender schedule, no obligation is cast on the Federation to accept the lowest tenderer and the Federation shall also have the right to accept or reject the tender. If the Tender Accepting Authority decides that the price quoted by the tenderer is higher than the prevailing Market Rate.
- 8.2 For violation of any of the Terms and conditions of the contract, the Federation reserves the right to terminate the contract, with or without notice as applicable.
- 8.3 In the event of termination of contract, the Security Deposit will be forfeited and the resultant loss shall be recovered from pending bills of the contractor.
- 8.4 If the contractor is found to be blacklisted or terminated in any other contract with the Federation/District Unions, the Federation reserves the right to terminate the contract.
- 8.5 If the successful tenderer fail to execute the contract awarded the firm will be block listed from participation in any future contract or tender for a period of 3 years from the date of black listing.

### **9. LEGAL JURISDICTION**

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

**THE ABOVE ALL CONDITIONS ARE ACCEPTED.**

Witness

Signature of the Tenderer.

1.

2.



## 10. SCOPE OF WORK

Melting of Butter in to Ghee and Packing of Ghee in the various packing 100ml per Jar, 200 ml pet Jar, 500 ml pet Jar, 1000 ml pet Jar , 5000 ml pet Jar and 15 Litre tin as per the indent given by Federation and anyother variant instructed in future.

### **Melting:**

- 10.1 Taking of butter boxes from Butter Deep Freezer, Separation of butter from carton and liner, placing them in melting vats.
- 10.2 Manual Scrubbing and Cleaning of vats, hot water circulation lines, grills.
- 10.3 Discarding of curd from Melting Vat (Manually).

### **Packing:**

- 10.4 Obtaining Quality Clearance from the Quality Control Department, Dairy Cum Powder Plant, Ammapalayam before starting the packing process.
- 10.5 Transferring of ghee packing materials (Ghee carton, jars, wad, lids, lables) from stores section to production hall.
- 10.6 Removing ghee pet jars from ghee carton boxes, Separation of lids from ghee jars and Insertion of wads in the lid.
- 10.7 Cleaning of empty jars with compressed air gun to remove dirt/ dust from ghee jars
- 10.8 Placing of empty jars in packing conveyer
- 10.9 Capping the filled jars
- 10.10 Tightening of lids of filled jars
- 10.11 Taking filled jars from conveyer and placing on table
- 10.12 Coding of ghee lables
- 10.13 Placing of labelled ghee pet jars in carton box
- 10.14 Taping of carton box
- 10.15stacking of carton box in ghee storage go down
- 10.16 Ghee clarifier plates cleaning and assembling of ghee clarifier plates under the supervision of Technician (Operation).
- 10.17 Manual removal of Ghee residues form Ghee boilers and Ghee transfer lines under the supervision of Technician (Operation).
- 10.18 Manual scrubbing and cleaning of Ghee Boiler, Prestartification tank, storage tank, settling tank etc.,
- 10.19 Manual recovery of Ghee from residues from residue recovery tank.
- 10.20Cleaning the Ghee Packing Area.
- 10.21Cleaning the Ghee Storage Room.

**SIGNATURE OF THE TENDERER**

### **Packing Work Related Terms and Conditions**

1. Necessary Packing materials required for production will be provided by the federation.
2. Ghee Packing in any other variants and to its related packing sizes give in the scope of the work if any introduced in future should be done as per the size approved by Aavin, TCMPF.
3. Approximate production of Ghee will be around 1200 Litres to 4500 litres per shift.
4. Production quantity may vary depending on marketing demand which differs between summer /Festival season and normal days. The Successful tenderer has to fulfil the daily marketing indent.
5. The products packed should satisfy the quality requirements as per the standards followed by the Aavin.
6. Packing not conforming to our standards will be rejected and recovery will be made based on penalty clause.
7. Contractor must ensure the providing of required manpower in the required shifts to fulfill the daily indent given by the federation.
8. Contractor should deploy healthy and mentally sound workmen for the production as per government labour Rules. Successful contractors should execute the work as per terms conditions laid down by the federation.
9. Quality clearness must be obtained from the Quality Control Department, Dairy Cum Powder Plant, Ammapalayam before packing for products.
10. The successful tenderer should ensure that his workers abide the instructions given by the DGM(Engg) or AGM(Dg) or AGM (Engg) or Manager (Dg) of this dairy from time to time.

**SIGNATURE OF THE TENDERER**

11. 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.
12. The Dairy Cum Powder Plant, Ammapalayam shall have no control over the employees of the contractor. It is for the contractor engages the employees of his choice and the DCPD is concerned only with the quality of the work.
13. The successful tenderer shall be responsible for the discipline of the persons engaged by him for the execution of the work in this dairy.
14. The successful tenderer should provide Uniform (or) Over coat or Apron with cap to his employees with the name or emblem of the Company, failing which it will be supplied by the federation and the cost will be recovered from the successful tenderer.
15. 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.
16. The successful tenderer should remit EPF payable to the concerned Department as per rules in force in respect of his workers. In case of any short fall or default made by the contractor in statutory payment is noticed, the same will be recovered from the contractor's bill and remitted to the concerned Departments.
17. 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.
18. The successful tenderer shall be responsible to the federation, for any loss or damage arising out of theft pilferage, larceny, mischief, looting etc., due to the involvement and or negligence of his workers and he shall make good any such loss or damage to the DCPD and such loss are liable for deduction from the bills, deposits etc., of the successful tenderer.

**SIGNATURE OF THE TENDERER**

19. The successful tenderer shall indemnify and keep harmless the Dairy Cum Powder Plant, Ammapalayam 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.
20. It shall be incumbent upon the successful tenderer to register himself with the appropriate authorities under the contract labour (Regulation & Abolition) Act 1970.
21. 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.
22. 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.
23. 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.
24. 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.
25. No labourer of the successful tenderer shall be supplied any eatables from the Dairy canteen at subsidized rates applicable to workers/staff of federation.
26. The successful tenderer has to start and execute the work, from the present condition of the plant in as in where condition

**SIGNATURE OF THE TENDERER**

**11. PENALTY:-**

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

- 11.1 In case the contractor failed to pack the required quantity of products as per Marketing Indent, a penalty of 2 times MRP of the product will be charged for short supply.
- 11.2 In case the contractor failed to supply required manpower in any particular shift as mentioned in the scope of work, then for the Number of workers short, alternate arrangement made by the federation and the cost of wages per worker per shift will be recovered for the same at the rate spent by the federation along with a penalty of Rs. 1,000/- (Rupees One thousand only) per person and revenue loss due to short labour will be recovered.
- 11.3 In case any wastage arises during the production process, 2 times the cost of the product cost for the loss will be imposed on the contractor.
- 11.4 In case, if there is any delay in commencement of work which leads delay in dispatch of products in time, then a penalty of Rs. 5000/- per day will be imposed per day.
- 11.5 If 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 recovering damages for the loss caused to the Federation by such lapses.
- 11.6 Time being the essence of this contract no variation shall be permitted and if the tenderer fails to supply and execute the work order, the federation shall reserve the right to cancel the order besides forfeiting the security Deposit.
- 11.7 If the successful tenderer defaults to execute agreement or to pay security deposit or to supply required manpower either in part or full shall be debarred from participating in the subsequent any tender for a period of three years.
- 11.8 A penalty of 5 times MRP of the Product will be charged for the contract worker if caught in case of theft in the main gate of the Dairy Cum Powder Plant, Ammapalayam.

**SIGNATURE OF THE TENDERER**

**12. DEVIATION:**

12.1 The offers of the tenderers with deviations on technical/ commercial terms of the tender will be rejected

12.2 No alternate offer will be accepted.

**13. TECHNICAL BID-CHECK LIST**

1	Whether the EMD amount of Rs.53,000/- is paid in the online mode.	Yes/No
2	Whether the tenderer have minimum one year experience as on the date of opening of the Technical Bid for having provided labourers on contract basis to any Govt. organization, Co-op. institutions or any reputed organization within the last 3 years from the date of Notice Inviting Tender. If so, Evidence such as work order and performance report must be enclosed.	Yes/No
3	Whether copies of PAN card/ GST Certificate and EPF certificates attached	Yes/No
4	Whether all the pages in the tender formats Part I (Tech. Bid) and Part II (Commercial Bid) have been duly signed by authorized signatory.	Yes/No
5	Whether the Commercial Bid is filled in detail in the prescribed format.	Yes/No

**Signature of the Tenderer**



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

**DAIRY CUM POWDER PLANT, AMMAPALAYAM  
THIRUVANNAMALAI – 606 704**

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**TWO PART TENDER  
FOR PACKING OF GHEE**  
IN VARIOUS PACKING ON CONTRACT BASIS FOR  
THE PERIOD OF ONE YEAR 2023-2024  
AT DAIRY CUM POWDER PLANT,  
AMMAPALAYAM, THIRUVANNAMALAI - 606704

**PART - II  
COMMERCIAL BID**

**AAVIN**

**THE TAMILNADU CO-OPERATIVE MILK  
PRODUCERS' FEDERATION LIMITED ::  
DAIRY CUM POWDER PLAN – AMMAPALAYAM  
THIRUVANNAMALAI**

**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 for “Packing of Ghee in Various Packing at Dairy Cum Powder Plant, Ammapalayam” 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  
DAIRY CUM POWDER PLANT, AMMAPALAYAM, TVMALAI.**

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**PART-II COMMERCIAL BID**

**PRICE QUOTATIONS: PIECE RATE QUOTED PER VARIANT PER NUMBER.**

I) Contract work for “ **Packing of Ghee in Various Packing at Dairy Cum Powder Plant, Ammapalayam**”

S.No.	Description	Ghee Variants					
		100 ml Pet jar	200 ml Pet jar	500 ml Pet jar	1000 ml Pet jar	5000 ml Pet jar	15 Kg Tin
1.	<b>Rate Quoted per Piece</b>						
2.	<b>Add GST</b>						
3.	<b>End rate</b> (End rate is inclusive of all costs, payment of GST and any incidental services)	Rs...../- (Rupees ..... ..... ..... ..... ..... ..... ..... ..... ..... Only per piece)	Rs...../- (Rupees ..... ..... ..... ..... ..... ..... ..... ..... ..... Only per piece)	Rs...../- (Rupees ..... ..... ..... ..... ..... ..... ..... ..... ..... Only per piece)	Rs...../- (Rupees ..... ..... ..... ..... ..... ..... ..... ..... ..... Only per piece)	Rs...../- (Rupees ..... ..... ..... ..... ..... ..... ..... ..... ..... Only per piece)	Rs...../- (Rupees ..... ..... ..... ..... ..... ..... ..... ..... ..... Only per piece)
<b>NOTE:</b>		<ol style="list-style-type: none"> <li>The rate offered in the part-II commercial bid should be inclusive of GST and all other costs.</li> <li>The rate should be quoted for the above work both in figures and in words without any correction. If any corrections made, it should be attested by the tenderer or his/her authorized signatory.</li> <li>If there is variation of rates found between figures and words, the lower of the two shall be considered.</li> <li>If the rate quoted above is not agreed by the tenderer after opening of commercial bid, the Earnest Money Deposit remitted by the Tenderer shall be forfeited fully.</li> <li>The successful tenderer shall be responsible for the discharge of all legal obligations under various labour legislation in force to his/her workers and take care of other statutory dues.</li> </ol>					

**Signature of the Tenderer.**