



THE TAMILNADU CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD
No. 3A, Aavin Illam Pasumpon Muthuramalinganar Salai,
Nandanam, Chennai 600035

TENDER DOCUMENT

TENDER NO. 1635/P2/MKG/2023

INVITING TENDER FOR HIRING 5 Nos. OF REFRIGERATED
VEHICLES FOR ICE CREAM DISTRIBUTION IN CHENNAI AND ITS
SUBURBAN AREAS ON PER LITRE COST BASIS FOR 6 MONTHS

Last Date & Time for Submission of Tender :

23.05.2023 & 2:00 PM

Date & Time for Opening of Tender :

24.05.2023 & 2.30 PM



**THE TAMILNADU CO-OPERATIVE MILK
PRODUCERS' FEDERATION LTD.**
No.3A, PASUMPON MUTHURAMALINGANAR SALAI, NANDANAM, CHENNAI-35.
Off:044-23464528-533 Email: gmmarketingaavin@gmail.com

FORM -1

TENDER NOTICE

TENDER NO. 1635/P2/MKG/2023

1	Name of the work	:	Tender invited to engage 5 Refrigerated Vehicles each with 500 Litres net carrying capacity along with driver and load men for collection of ice cream from Ambattur, Products dairy and distribution to various identified outlets in Chennai Metro and its suburban areas and to bring back the empty tubs / crates on Litre basis for 6 months.
2	Period of Contact	:	6 months
3	Earnest Money Deposit	:	Rs.25,000/-
4	Downloading of Tender forms	:	From 06.05.2023 to 23.05.2023 up to 2 pm
5	Pre-bid meeting / Address	:	On 11.05.2023 at 11.00 AM at TCMPF Ltd., Marketing Unit, No. 3A, Pasumpon Muthuramlinganar Salai, Nandanam, Chennai-35.
5	Cost of Documents	:	The tender forms can be downloaded only from the designated website at free of cost
6	Website address	:	www.tntenders.gov.in
7	Last date for the submission of filled Tender documents	:	On 23.05.2023 up to 2.00 PM only through online
8	Date & place of opening of Technical bid	:	On 24.05.2023 at 2.30 PM at TCMPF Ltd., No. 3A, Pasumpon Muthuramlinganar Salai, Nandanam, Chennai-35.

The tenderers should submit their bids only through eProcurement Portal (<https://tntenders.gov.in>). All other details can be seen in the tender documents, the tender documents can be downloaded from <https://tntenders.gov.in>. Corrigendum / Addendum to this publication, if any would appear only on the above said websites. The Technical Bids shall be opened through online eProcurement Portal (<https://tntenders.gov.in>) on aforesaid date at above mentioned address.

JOINT MANAGING DIRECTOR

THE TAMILNADU COOPERTIVE MILK PRODUCERS' FEDERATION LTD.**CHECK LIST**

Kindly ensure compliance of the under-mentioned requirements, as per terms and conditions.

1	Whether all pages in the tender are duly signed by authorized signatory.	Yes / No
2	Whether E.M.D. amount Paid through online If yes : Furnish the remittance detail : If No : Furnish the photocopy of the G.O. and relevant certificates for claiming exemption from payment of EMD	Yes / No
3	Whether photocopy of the PAN Card enclosed?	Yes / No
4	Whether Photostat copies of (a) RC book, (b) Fitness Certificate, (c) Insurance Certificate, (d)Permit, (e) Road Tax (f) Identity proof which can be a ration card, Aadhar card, Election Commission's ID card, Driving License (or) Passport are enclosed?.	Yes/ No
5	Whether the copy of the Cooperative Society Bye Law, Society existing certificate from the society registering authority and membership list enclosed?	Yes / No
6	Whether copy of the partnership deed or Article Company Registration certificate with Memorandum Association and Article of Association is enclosed?	Yes / No.
7	Whether copy of the EPF / ESI and FSSAI registration certificate enclosed?	Yes / No
8	Whether letter of undertaking in Rs.100/- Non-Judicial stamp paper duly attested by the Notary Public is enclosed?	Yes / No
9	Whether the technical specification as per annexure – II is enclosed?	Yes / No
10	Any other schedules attached with details i) ii)	Yes / No

Note: 1) The tenderers are requested to verify the above details before submitting the tender.
2) Tick Yes / No whichever is applicable

SIGNATURE OF THE TENDERER WTH SEAL

UNDERTAKING

I / We solemnly affirm and declare as under:

1. That the vehicles applied in this Tender No. **1635/P2/MKG/2023** of M/s.TCMPF Ltd is not under contract / has not been withdrawn from any other contract with any other District Co-operative Milk Producers' Union Ltd in the State of Tamil Nadu as on the expected date of start of contract under this tender mentioned in the covering letter of this tender.
2. That the vehicle offered under this tender to M/s.TCMPF Ltd has not been offered to any other party for their acceptance and no such offer to the other party is still open for acceptance at the time of submission of this tender.
3. That the vehicles under reference are not attached with any other Transporter and have not been withdrawn without their written prior consent.
4. That the subject vehicles are not involved in any legal litigation other than routine cases of road accidents or any violation of motor vehicles Act.
5. That I/We have not been black-listed so far by any Company/Government / Federation / District Union.

Vehicle Nos.	Ownership
1.	
2.	
3.	

I / We further confirm that in case any of the information noted above is found to be incorrect.

I / We will be liable for any action under the terms and conditions of the tender / contract including termination of the contract and forfeiture of the Earnest Money / Security Deposit.

I / We also undertake that should there be any action against the Federation resulting in damage of whatsoever nature to the Federation, on account of award of contract in my / our favour on the basis of misrepresentation, I / we shall keep the Federation completely indemnified against all such losses / damages litigations., Court action etc.

SIGNATURE OF TENDERER WITH SEAL

Form- 2

From

To

The Joint Managing Director,
The Tamilnadu Cooperative Milk Producers' Federation Ltd.,
No.3A, Pasumpon Muthuramalinganar Salai,
Nandanam, Chennai-35.

Sir,

- 1 Please find enclosed the tender documents with all the columns properly filled in and enclosing the required documents duly signed in all the pages.
- 2 I / We have remitted the EMD of Rs...../- for vehicles through online with reference.....
3. I/We hereby offer to provide Insulated vehicles for the transportation of ice cream from Ambattur, Products dairy to Chennai Metro and its suburban areas for tender period on payment of hire charges **on LITRE basis** as specified by the Federation. I/We am/are fully aware that I/We am/are responsible /accountable for the milk and empties handed over to us for the above purpose. My/our vehicle(s) shall maintain the temperature for the required hours with the prescribed specifications.
- 4 We hereby offer to provideNos. Insulated vehicles with net carrying capacity of 500 Litres
- 5 Our registered office address with telephone No. is given below.....
- 6 Postal address for communication:
.....
- 7 We are a company/partnership firm/Sole proprietary / Co- Operative Society and the registration number isand enclosed a copy of the deed/agreement in this regard.
8. I/we hereby certify that I/We have thoroughly read and understood the tender general terms and conditions and details to be carried out and fully understood the nature of works.
9. I / we claim exemption of EMD specifically ordered by the Government under the provisions of **14(1)** of TT Rules 2000 for which I / we enclosed the proof with this letter.

SIGNATURE OF THE TENDERER WITH DATE & SEAL

10. I / We here by certify that my/our tendered vehicle(s) is/are free and available for any contract on the day of opening tender.

OR

I/We declare I/We agree to cancel the existing contract if any with other parties within 7 days on confirmation of the contract.

11. I/we hereby declare that I / we have already registered with the statutory authorities like EPF, ESI, and FSSAI etc. and undertake to appoint a consultant and register within 15 days from the date of awarding the contract. I/we understood that the 2nd Fortnight and subsequent bills be admitted and passed only if the copy of such statutory registration and proof for remittance of statutory payments are enclosed.

SIGNATURE OF THE TENDERER WITH DATE & SEAL

Signature of witness with Address

1

2

FORM 3A

THE TAMILNADU CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD :
CORPORATE OFFICE : No.3A, PASUMPON MUTHURAMALINGANAR SALAI
NANDANAM, CHENNAI-600 035.

Affix passport
size photo here
S.O/Secretary/
Owner/Propriet
or /Partner

SCHEDULE- "A"

PARTICULARS OF THE TENDERER

- 1) NAME OF THE TENDERER :
- 2) REGISTERED ADDRESS FOR ALL COMMUNICATIONS (Give full Postal Address) :
- 3) TELEGRAPHIC/FAX/WEB SITE NAME/EMAIL ID :
- 4) TELEPHONE No(s)/ CELL PHONE NO. :
- 5) THE TENDERER IS :
- a. Sole Proprietor :
- b. Partnership firm registered under the Indian Partnership Act 1932 (Copy of the deed of Registration should be enclosed (i & ii) :
- c. A Joint Stock Co. registered under Companies Act (Copy of deed should be enclosed (i & ii) :
- d. A Registered Firm (Copy of partnership deed should be enclosed(i & ii) :
- e. Co-op. Society (Copy of Registration Certificate Bye-law, & membership list should be enclosed) :

**SIGNATURE OF THE WITNESS
WITH DATE & ADDRESS**

**SIGNATURE OF THE TENDERER
WITH DATE & SEAL**

Note:-

- I. Please furnish the Registration Nos.& Details.
ii. Please enclose the list of Directors/Partners with address and Telephone Nos. and other particulars
III.For society vehi. the S.O/Secretary photo to be affixed.

Form- 3B
SCHEDULE - 'B'
VEHICLE PARTICULARS AS PER R.C.BOOK
(Separate form should be used for each Vehicle)

1. Name :
2. Route Number Applied for :
3. Total Number of Routes Applied :
4. Registration No. :
5. Year of Manufacture :
6. Vehicle Manufactured by :
7. Un laden Weight :
8. Laden Weight (Gross Weight) :
9. Date of Registration :
10. Date of Last Ownership transfer details :
11. Date of Expiry of Tax :
12. Date of Expiry of F.C. :
13. Date of Expiry of I.C. :
14. Date of Expiry of Permit :
15. Type of Vehicle : Whether Closed / Insulated
16. Whether the vehicle is in contract: Yes / No
or not, with other party
(If yes, the particulars of the contract and the copy of the contract should be enclosed)

Declaration:

I/We hereby declare that, all the above particulars mentioned in respect of the above vehicle are true and correct. I/We hereby agree that the EMD shall be forfeited for furnishing incorrect/wrong information, and the contract will be terminated apart from taking further legal action. The vehicle is in road-worthy condition and the age of the vehicle is less than **10 years as on the date of publication of notice inviting the tender** with net carrying capacity (after insulation) not below **500 Litres** and attested copies of the vehicle documents are enclosed.(The age of the vehicle will be calculated from the date of first registration of the Insulated Vehicle(s))

Note:- (1) **One form should be filled for each vehicle.**

(2) The copy of the following documents should be furnished along with this form for each vehicle. (Latest copy of the Road Tax, Insurance, Pollution Certificate, Permit & FC certificate, RC Book & FSSAI Certificate etc).

SIGNATURE OF THE TENDERER WITH SEAL AND DATE

ANNEXURE – I

Sl. No.	Dairy	Vehicle capacity	Route No.	Dist. in K.M (To & Fro)	Min. Qty of ice cream to be transported
1	Ambattur	500 Ltrs	61	100	350 Ltrs.
2	Ambattur	500 Ltrs	62	100	350 Ltrs.
3	Ambattur	500 Ltrs	63	100	350 Ltrs.
4	Ambattur	500 Ltrs	64	120	350 Ltrs.
5	Ambattur	500 Ltrs	65	120	350 Ltrs.

1. INSTRUCTION OF THE TENDERS

The Tamil Nadu Cooperative Milk Producers Federation known by the brand name “aavin” is producing varieties of ice-creams and distributing in Chennai Metro and its suburban areas.

In this regard, TCMPF Ltd., invites tenders from the eligible Tenderers to submit their e-tender only through online eProcurement Portal (<https://tntenders.gov.in>) along with the necessary supportive documents.

This is a two-cover system tender.

1. A-Pre-qualifying technical bid
2. B-Commercial bid for price-quote schedules.

Cover “A” & “B” should be sealed separately

I. Cover "A" should contain the following details (To be uploaded through Online only).

- a) EMD Remittance details or Proof of exemption of EMD payment.
- b) Form - 1, 2, 3A
- c) [Form 3 B \(Separate Sheet to be used for each vehicle\)](#)
- d) Signed copy of the Standard Tender General Terms and conditions.
- e) Undertaking

II. Cover "B" should contain the rate quotation (**Form No.4**) (To be uploaded through online only).

Read all the terms and conditions of the two cover tender before to start filling up and all the columns in the Tender documents and schedules to be filled in and signed and no column should be left blank.

1. Separate form-3B should be submitted for each route along with tender document. For those who downloaded the tender form through website can alone be permitted to submit the tender in online portal) For any violation the tender will be rejected.
2. The tenderer shall submit tender only electronic submission through the designated website www.tntenders.gov.in as provided in the **TNTT Rule 18(1) and 18(3)**.
3. Tender form containing overwriting, erased and rates not shown in words will be rejected.

SIGNATURE OF THE TENDERER WITH SEAL AND DATE

4. In case of discrepancy in rates as shown in figures and in words, the tender accepting authority will take the lowest of the two.
5. The tenderer shall sign in every page of the tender document and shall ensure that the document is complete in all respects.
6. The tenderer must satisfy himself thoroughly about the geographical area to be covered, nature of work, local conditions and the requirement of the Federation before submitting his tender.
7. The person signing the tender should be the Proprietor / Partner / Managing Director or any other person duly authorized to sign the tender document. In the latter case, authorization letter should be attached. As in the case of co-operative society the president or secretary should sign in the tender document where ever required. A copy of the society resolution to the effect should be attached with every tender document.
8. The tenderer should read each and every page of the tender document and understand the implications fully and offer the tender only if he could discharge the obligations set out in the tender documents.
9. The offer of the tender in the commercial bid should be valid for a minimum period of **180 days** from the date of opening of the Technical Bid.
10. The tenderer who are downloading the document from the website 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 amendment and enclose it without fail along with the technical bid document, duly authenticating.
11. If the tenderer has already been blacklisted by any Government/ Government Undertakings/ Co-operative societies, his/her/societies/companies tender will be rejected. In case information about such black- listing comes to the knowledge of the Federation after awarding of the tender, the contract will be terminated, liquidated damages will be levied apart from taking penal action including blacklisting.

SIGNATURE OF THE TENDERER WITH SEAL AND DATE

2.0 GENERAL TERMS AND CONDITIONS

- 2.1 The Tamilnadu Cooperative Milk Producers' Federation Ltd. will not accept any variations in conditions stipulated in the tender.
- 2.2 Any suggestion in the tender, for any modification of the tender conditions will not be entertained and the conditional offer will render the tender invalid.
- 2.3 The tenderer can attend the pre-bid meeting where the clarifications sought for by the tenderer will be given and the minutes of the pre-bid meeting will be uploaded in the website.
- 2.4 The contract period for Refrigerated vehicles will commence from the date of awarding of contract.
- 2.5 Any failure on the part of the tenderer in performing the contract for the full contract period will render the tenderer liable for penal consequences and liquidated damages as specified in the tender agreement which also forms part of tender document.

2.6 SUBMISSION OF TENDER:

The Tender document should be sealed and signed should be addressed to the Joint Managing Director, TCMPF limited, No.3A, Pasumpon Muthuramalinganar Salai, Nandanam, Chennai-35 and submit only through online in the designated website.

All the enclosed tender documents shall form part of the contract.

The Tenderer should study all the operations /local condition at the loading unloading point/s and routes. It would be presumed that the Tenderers have acquainted themselves with each stage of work involved and the working conditions existing at the location, before submission of tender. Tenderer or his/her representatives should submit the tender well before the closing time and date through online. Federation will not accept any tender is sent through post or in person by the tenderer.

2.7 PERIOD OF CONTRACT:

The Transport Contract shall be for a period of **6 months** from the date of commencement of operation of the Tender-approved vehicles in **Icecream** Routes. The contract should be extendable under the same terms and conditions.

2.8 NATURE OF TRANSPORT:

The commodities generally to be transported are mainly **ice cream and frozen products**. The number of points and carrying load will be decided by the Federation and then successful tenderer should adhere to the same.

SIGNATURE OF THE TENDERER WITH SEAL AND DATE

2.9 CONDITION OF THE VEHICLE:

The commodities to be transported being perishable, the transportation has to be swift, efficient, and prompt. Very high hygienic standards shall be maintained. The vehicle should be fit and in roadworthy condition, provided with facilities like self starter, insulated body, lights properly fixed including head lights, necessary tools including stepney tyres, fuel and other accessories etc., and should satisfy all the specifications and conditions stipulated under Serial No.29.

2.10 E.M.D.

- i EMD of Rs. 10,000/- (Refundable) shall be paid through ePortal. Any tender submitted without the Earnest Money Deposit will be summarily rejected.
- ii. EMD will not carry any interest.
- iii. EMD will be refundable to unsuccessful Tenderers
- iv. If the Tenderer, for any reason, withdraws his offer (or) stipulates any conditions in his offer, the EMD will be forfeited.
- vi. The tenderer who claims exception from payment of EMD under the G.Os., should submit the copy of the G.O. In the absence of G.O., the tender will be summarily rejected.
- viii. In the case of successful tenderer, the EMD paid shall be adjusted against the Security Deposit payable to the Federation.

3.0 Pre qualification criteria

The pre-qualification tender / COVER-1 technical bid will contain the under mentioned aspects pertaining to the contractor about their suitability capacity, financial status, antecedents etc. The conditions are:-

- 3.1 The Vehicles shall be in roadworthy condition and its **age must be lesser than 10 years** as on the date of publication of notice inviting tender. The age of the vehicle will be calculated from the date of first registration of the Insulated Vehicle(s).
- 3.2 The R.C. Books of the Vehicles shall be in the name of the contractor in the case of sole owner. If the contractor is in any partnership in force, R.C. Book shall be in the name of either the firm or one of the partners and in the case of companies, the R.C. Book shall be in the name of the company (or) in the name of Director (or) duly authorised person on behalf of the company. In the case of Co-operative Societies, the RC book shall be in the name of society or in the name of member of the society. Provided an individual who is a sole owner and or partner in more than one firm and or a director of a company or companies and or a member of Co-operative society or societies, having RC Books in his name shall offer his tender only in respect of any one of the above institutions viz. proprietary or firm or company or co-operative society.

SIGNATURE OF THE TENDERER WITH SEAL AND DATE

- 3.3 The vehicle should be in the name of the tenderer.
- 3.5 The Tenderer shall submit the following along with his tender documents.
1. Photostat copy of PAN card.
 2. Name and full address of his Bankers.
 3. Photostat copies of (a) RC book, (b) Fitness Certificate, (c) Insurance Certificate, (d) Permit suitable for milk transportation (e) FSSAI Certificate indicating vehicle no. and owner name (f) Road Tax (g) Identity proof which can be a ration card, Aadhar card, Election Commission's ID card, Driving License (or) Passport.
- 3.6 The tenderer should enclose the copy of the deed / agreement or other documentary evidence under statute to show that he is the sole owner/ Partner of a firm / Director of the company / member of co-operative society.
- 3.7 The documents submitted should be genuine and reflect the correct position as the tender accepting authority is guided by the documents filed by the tenderer. If any document of the successful tenderer is found to be bogus or false, apart from terminating the contract, penal action will be taken by collecting liquidated damages from the tenderer.
- 3.8 The Insulated Vehicles registered in the State of Tamil Nadu alone are eligible to participate in the Tender.

4.0 TENDER EVALUATION CRITERIA:

This tender is floated in two cover system i.e. Technical bid & Commercial bid. Technical bids will be first opened on the scheduled date and will be evaluated. Commercial bids of the tenderers who have qualified in Technical bids, will be opened on subsequently notified date.

4.1 TECHNICAL BID EVALUATION:

The Tenderer has to produce the vehicle for Technical Fitness Check up and insulation Quality efficiency check up before the authorized Officials of Federation and obtain both the fitness certificates on receipt of the work order within 15 days. The Federation Officials decision on Technical Fitness and Quality efficiency fitness is final.

- I. The vehicle should be in the name of the tenderer.
- II. EMD in the form of DD /Pay Order should be enclosed. If not, Proof of Specific exemption order should be enclosed.
- III. The vehicles, quoted in the Tender should be produced for inspection by Federation Officials

- IV. The vehicles shall be with valid documents and in good roadworthy conditions. i.e.(a) The vehicles should possess valid fitness certificate by the Road transport authorities (b) Valid road tax c) Insurance and (d) Permit.
- V. The vehicles shall be in roadworthy condition and the **age of the vehicle must be lesser than 10 years on the date of publication of notice inviting the tender.** Net carrying capacity after completing refrigerated insulation work should be minimum 500 Litres.
- VII. The tenderer should produce all the original documents of the vehicle in full shape at the time of technical evaluation.

4.2 COMMERCIAL BID EVALUATION:

- I. Ranking of the Tenderer i.e.L-1, L-2,L-3 etc will be decided on the basis of ascending order of rate **PER LITRE basis.**
- II. In case rates by L-1 Tenderer are acceptable to the Federation, vehicle offered by the L-1 Tenderer will be allocated.
- III. In case, rate offered by L-1 tenderer is on higher side, negotiation will be carried out with L-1 Tenderer. Vehicle offered by the L-1 tenderer will be allotted at the revised rates accepted by them during negotiation.
- IV. A situation may arise that more than one tenderer may quote the L1 rate. In such a case, the L1 quoted tenderers may be asked to submit a revised offer in writing in a sealed cover to the committee members and based on the lowest rate, the decision will be taken.
- V. A situation may arise even in the revised offer more than one tenderer may quote a same price. The same above procedure shall be followed till a single tenderer offers the lowest price.
- VI. A situation may arise that more than one tenderer may quote the same rate for the same route as L1 and if he refuses to reduce the rate, then (a) month and (b) the manufacturing year of the Tendered vehicle will be checked and preference will be given to the latest vehicle.

4.3 NEGOTIATION:

- I. Negotiation will be held with the L1 Tenderer. Also Federation reserves the right to negotiate with any or all Tenderers if required as per the provisions of T.T.Act. Tenderer(s) may be required to visit this office as advised to them for negotiation/Verification of documents entirely at the cost of Tenderer.
- II. Only the proprietor or authorized representative of the firm should personally attend such negotiation as commitments made and / or clarification given during negotiations will be binding on the Tenderer. He should carry the necessary authorization to attend such negotiation and hand over the same to the Federation's representatives participating in negotiation.

SIGNATURE OF THE TENDERER WITH SEAL AND DATE

5.0 **PRODUCTION OF VEHICLES:**

The tendered vehicle should be produced on the first day if the commencement of the contract, which is compulsory: failure to produce the vehicle will lead to termination of the contract. If tendered vehicle is not insulated, penalty will be levied from the 31st day of the contract in their charges bill.

After the awarding of contract, if the **tendered vehicle could not be produced on the 1st day**, alternative vehicle with all qualifications attached to the tender conditions should be produced immediately. On proper request, Federation reserves the right to extend time **upto 30 days without penalty, from 31 days to 60 days with penalty of 40% trip charges per trip, from 61 days upto 90 days with penalty of 60% of trip charges per trip**. Failure to produce insulated vehicle within this 90days will lead to automatic cancellation of the contract and the Security Deposit and the pending bills amount shall be forfeited automatically and the contractor is responsible for the spoilage of milk and related expenses due to non-insulation in the period.

Vehicles should be produced with following conditions:

With endorsement in the R.C. Book & Permit.

With net carrying capacity (after insulation) as **500 Litres**.

Insulation Efficiency certificate from the DGM (QC) of the Federation and Fitness Certificate from DGM (Engg) Transport unit of the Federation.

FSSAI Certificate indicating vehicle number and owner name.

6.0 **HIRE CHARGES:**

1. The Unit of working in one trip is **to and fro** journey from the Dairies of the Federation, loading and carrying out commodities from the starting point to the ending point as per the route schedule or as per the allotment of the vehicle by the Federation. It includes loading the consignment in good conditions into the vehicle at the loading dock, maintaining the temperature, delivery of commodities and collection of tubs and handing over the empty tubs back and return of the undelivered commodities, if any, to the Federation Dairy in the same trip itself.
2. The Transport charges will be paid **ON PER LITRE** at the rate approved by the Federation.
3. The Tenderer agrees to claim / restrict the hire charges as agreed in the Tender / Negotiation and if the average K.M is increased / reduced, the transport charges will be paid / restricted as follows: **However if the Kms increases / decreases within 10 Kms it will not be considered**

For each K.M the cost of Diesel alone shall be paid / deducted. The decision of the Federation is final and binding on the contractor.

6.1 **LIABILITY:**

The contractor's vehicle crews are responsible for the collection of amount for the quantity of Ice Cream supplied / delivered by them through the swiping machines provided to them by the Federation. They have to hand over the corresponding statement to the control room after completing the supply.

7.0 FITNESS CLEARANCE:

The contractor should obtain the fitness certificate from the RTA (Regional Transport Authority) concerned for the vehicles. The vehicle shall have to maintain the temperature of the Ice cream for a minimum period of 12 hours. In such a way that the rise in temperature of ice cream should not be more than **+2°C** at test conditions for 6 hours; eg. when the ice cream is loaded at **-20°C**, the temperature after 6 hours should not be more than **-18°C**.

24. Loading

The vehicle crew of the contractor will receive the Ice cream in crates or boxes/bags from the casual labour/contract labour/SMA/SFA of the Product Dairy at the loading dock. On receiving the Ice cream tubs/crates at the loading dock, the vehicle crew will load and stack the Ice cream inside the vehicle.

The contractor should take delivery of the commodities belonging to the Federation from the respective Dairies or from other places and transport the same to the various Milk Booths/Parlours/Depots/AVMs / retailer and distribution points for supply within Chennai Metro and its suburban areas within the stipulated time. The contractors' representative either driver or any authorized person accompanying the consignment in the vehicle shall acknowledge the receipt of commodities/ crates/ tubs/ cans etc. The said acknowledgement by the person receiving the commodities loaded in the vehicle will be a valid one and binding on the contractor. The empty tubs/container, crates etc., should be collected and should be handed over to the dairy in the same trip.

SIGNATURE OF THE TENDERER WITH SEAL AND DATE

25. **OPERATION SCHEDULE:**

Every vehicle should accompany with One loadman/delivery man to be provided by the contractor for loading and unloading and accounting purpose. It is the responsibility of the loadman or delivery man to collect **the Cheques/Cash/Swiping against the value of products** then and there from the delivery points and hand it over to the Products control room promptly. **Any deficit noticed the amount of such invoices will be recovered from the contractor's Fort night bill.** Each route vehicle will be provided with a **Performance Report book along with the daily invoice** and the vehicle crew must necessarily get daily entries from the delivery points and the same should hand over to the control room along with the cheque failing which penalty will be imposed as per the discretion of General Manager(Mkg). The prompt supply of commodities at the respective distribution points should be ensured and should collect empty tubs/containers/crates as the case may be. The vehicle after collection of all the empties from all the depots and distribution points in the specified routes should reach the Dairy specified for every route. The empties and return commodities have to be returned to the product Dairy and properly accounted for by the contractor on the same trip and the ultimate responsibility rests with the contractor only.

In case any **reports/suggestions/complaints** any received from the depots and distribution points the same may also collected and handed over to the products control room.

26. **SPARE VEHICLES:**

It is the primary responsibility of the contractor to arrange for substitute/spare insulated vehicle(s) in case the tendered vehicle(s) cannot be produced due to some valid reasons. If they fail to produce substitute / spare vehicle(s), the Federation can engage a vehicle from the open market and the expenditure incurred by engaging the vehicle from the open market or by the Federation (actual cost including the labour cost), shall be deducted from the hire charges bill and in addition a lump sum amount as decided by the Federation shall be deducted towards the administrative expenditure apart from deducting the incidental charges such as spoilages, loading & unloading charges, damages etc.

The trip charges applicable for the substitute/spare vehicles (insulated vehicles) arranged by the transport contractors shall be **Rs.300/-** less than the rate approved by the Federation.

27. **DOCUMENTS:**

The tenderers should submit the following documents along with the tender failing which the tender is liable for rejection.

- I. Xerox copy of (a) RC book (b) valid Insurance (c) valid Permit and (d) valid FC (e) Road Tax, (f) Pollution certificate (g) FSSAI Certificate.
- II. The grace days for the road tax, permit and for obtaining FC will not be considered. Only current valid certificates/endorsements are alone considered.
- III. Originals of the above documents have to be produced at the time of verification of documents.
- IV. The R.C.Book should be in the name of the Tenderer/partners/ directors/members of the Society on the day of submission of tender documents. Otherwise the tender/ vehicle shall be rejected. The decision of the Federation in this regard is final.

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- V. FSSAI Certificate indicating vehicle no. and owner name.
- VI. If the vehicle insulated and in the RC and Permit it is mentioned as closed vehicle, a certificate from the Registering authority that the vehicle is an Insulated vehicle or a declaration by the owner must be enclosed.

28. CHANGE OF VEHICLE:

The vehicles originally allotted alone should be operated throughout the tender period. However the Federation reserves the right to permit the contractor to ply the alternate /substitute vehicle provided it is furnished with documentary evidence. The alternate vehicle should also satisfy all the tender conditions. However, the Federation reserves the right to accept or to reject the request of the tenderer in that regard even after completing the fitness efficiency inspection by Federation.

29. SPECIFICATIONS OF THE REFRIGERATED VEHICLES:

- 1) The vehicles should be in roadworthy condition and only the vehicle manufactured within 10 years on the date of publication of notice inviting tender will be eligible for this tender and it should duly be authenticated by the RTA (Regional Transport Authorities)
- 2) The vehicle should accommodate minimum **500 Litres** of Ice cream with tubs / crates. The net carrying capacity after insulation should be not less than **500 Litres** for operations.
- 3) The vehicle should be fully covered with metal / GRP body and insulated, having a minimum clearance of 5.6' (five feet and six inches) inside height.

Thickness of the insulation on the six sides of the container must be Refrigerated to retain the temperature of the products until reach the consumer.

- 1. Top**
- 2. Bottom**
- 3. Left**
- 4. Right**
- 5. Front**
- 6. Back (Doors)**

- 4) The floor of the vehicles should be strong without holes. It should also be possible for washing without water stagnation. There should be no protruding or projecting bolts or flats on the surface of the floor or on the sides of the inside body of the vehicle.
- 5) Two numbers of roof lights to be provided inside the body with controlling switches.
- 6) The refrigerated Vehicle shall be of Eutectic system and forced cooling type and temperature of -26⁰ c shall be attained and maintained for 8 to 10 hours.
- 7) The vehicle should have strip curtain in doors and should be fixed with adequate Eutectic plates to maintain this temperature.
- 8) The charging of the vehicles shall be carried out at product dairy and the electricity charges will be borne by the contractor.

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- 9) **The insulation of the vehicle should be in such a way that the rise in temperature of by-products should not be more than 2°C at test conditions for 6 hours; eg. when the by-products is loaded at -20°C the temperature after 6 hours should not be more than -18°C . The decision of the Deputy General Manager (QC) is final and binding.**
- 10) The vehicle must be in good mechanical condition. The vehicle should possess valid current Fitness Certificate issued by the RTA through out the contract period. The opinion of Deputy General Manager (Engg.) Transport Unit of the Federation or his authorized representative regarding the condition of the vehicles shall be obtained from time to time as desired by the Federation. The decision of the Federation with reference to mechanical condition shall be final. Such vehicles which are not of required specifications and conditions will be removed from operation (or) plying and are liable to be removed from the approved list of the Federation.
- 11) Other statutory requirements like RC book, Road tax, Fitness Certificate, Permit, Pollution certificate, FSSAI Certificate and insurance certificate should also be produced whenever required by the Federation, failing which the contract will be liable for termination.
- 12) The vehicles which are reported for break-downs or short-parking for more than 3 occasions within the period of 3 months, such vehicles will be sent for re-inspection. A sum of Rs.500/- per trip will be imposed as penalty till the contractor obtains the fitness clearance certificate from the RTA.
- 13) The vehicle must be insured against any loss of property such as Ice Cream tubs and persons of any kind including that of third party. If any accident occurs during the deployment of the vehicle to any third party or to their properties and any civil / criminal liabilities out of such accident occur, the contractor alone is liable to pay any compensation to them and the Federation shall in no way be liable or responsible for any legal consequences and shall not be liable to pay any compensation as may be claimed by the third parties. The loss to the Federation also shall be borne by the contractor.

During the contract period in case the insulation is damaged and If the vehicle does not conform to or satisfy any of the specifications or conditions stipulated above, it will be treated as substitute vehicle during that period and hire charges will be paid less per trip as detailed below:

Up to 30 days with penalty of 20% of trip charges per trip, after 30 days up to 60 days with penalty of 40% of trip charges per trip after 60 days up to 90 days with penalty of 60% of trip charges per trip.

Failure to produce the tender vehicle within this 90 days it will lead to automatic cancellation of the contract.

- 14) The contract will automatically be terminated, if the contractor fails to produce the Tender approved PUF insulated vehicle with the tender specifications or fails to obtain quality acceptance certificate from the DGM(QC) within 90 days from the date of such failure. The Security Deposit and the pending bills amount shall be forfeited automatically and the contractor will be responsible for the spoilage of Ice cream & related expenses.

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- 15) **The insulation efficiency of the vehicles are subject to re-inspection as and when the Federation desires to do so.**

31. APPOINTMENT OF SUPERVISOR:

It is the responsibility of the contractor who has been awarded with 3 or more vehicles to appoint a separate capable supervisor to the dairy where his/her vehicles are deployed. The supervisors should be made available at the Product dairy at the time of loading of milk products and dispatch.

It is the primary responsibility of the respective supervisors to see that the vehicles belonging to their contractors are parked in time and also to ensure that the vehicles are loaded properly and dispatched in time. It is also the responsibility of the supervisor to ensure that the vehicle crew are available near the vehicle at the time of loading / despatch. In case the contract vehicles are less than 3, the Federation reserves the right to ask for engaging supervisor, based on the performance of the vehicle. The supervisor should sign in the register maintained at the Product Dairy Control room. Failure to attend duty / sign in the register attracts penalty of **Rs.300/-** per day which shall be reinsulated from the contractor's bill.

32. ISSUE OF IDENTITY CARD:

It is the responsibility of the contractors to issue photo identity cards duly authenticated compulsorily to their vehicle crew without fail. **The contractors shall also submit four copies of photographs of their vehicle crew and the bio-data of the crew to the G.M(Mkg) within five days from the date of issue of the contract order so as to forward the same to Vigilance section for obtaining verification and clearance of the vehicle crew.** No crew shall be allowed to enter into the Dairy premises or to ply the vehicle without Identity Cards. It will attract levy of penalty of Rs. **100/-** per occasion. For the temporary vehicle crew engaged by the contractor, the contractors are permitted to issue temporary pass for the vehicle crew in not exceeding 4 days. The vehicle crew without photo identity or temporary pass will not be allowed in the dairy.

In addition to this, a declaration form shall be obtained from the vehicle crew for assuring that they will not participate in action like strike/stoppage of work/refusal to park vehicle/refusal to load/refusal to operate vehicles etc., and participation in such activities will make them liable for criminal action against them.

33. UNIFORM TO VEHICLE CREW:

The contractor shall provide Khaki uniform to the vehicle driver, C.L/ Helper and it is the duty of the contractor to ensure that vehicle driver, C.L. / Helper wear uniform while they are on duty.

34. PARKING OF EMPTY VEHICLES:

The vehicle / empty vehicles shall be parked at the areas ear-marked by the Federation outside of the Dairy premises. Failure to do so will attract penalty as decided by the Federation.

35. RETURN OF EMPTY TUBS/Crates etc.:

- (a) It is the responsibility of the contractor to collect back all the empty tubs/crates in the same trip.
- (b) In case of break-down after completing the supply, it is the responsibility of the contractor to arrange for the return of the empties during the same trip.
- (c) If any empties are kept due, double the cost of the empties shall be recovered and the request of the contractor for the refund shall not be entertained.

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36. Finalization of Tender

- A. After opening of the Technical Bids, the eligible tenderers will be called for the commercial Bid opening.
- B. The Tenderer shall quote his rate which shall include all operating expenses (direct and indirect) such as tollgate fees, permit charges, wages, vehicle insurance, etc. for transporting through **Refrigerated vehicles.**
- C. The price of diesel prevailing on the date of publication of notice inviting tender will be taken for evaluation of the rates offered by the tenderers.
- D. The rates quoted will remain firm throughout the period of contract. Once the contract is awarded to the tenderer, the charges payable to the tenderer for the work extended will be only at the rate accepted and finalised by the Federation. Even during the extension of contract period, the tenderer will be paid the same tender-approved rate. The tenderer cannot claim any extra amount on this account.
- E. The tenderer has to pay necessary tollgate fees and he will be compensated for any hike in toll charges or levying of toll fee in the wake of opening of new toll gates subsequent to the award of the contract. The tenderer should furnish the relevant toll fee receipts to the Federation for claiming reimbursement.

37. SECURITY DEPOSIT:

- A. The successful Tenderer shall execute an agreement with the Federation on a Rs.100/- valued Non-judicial Stamp Paper incorporating the terms and conditions of the contract within fifteen days from the date of issue of work order. Each successful Tenderer before execution of the agreement shall furnish a Demand Draft / Pay Order from a Nationalized Bank / Scheduled Bank drawn in favor of the TCMPF Ltd. payable at Chennai at the rate of **Rs.25,000/-** per vehicle as Security Deposit to the Federation or the successful tenderer shall furnish irrevocable bank guarantee for a period of two and half years for the above security amount value.
- B. The aforesaid security deposit will be adjusted against any claim of the Federation against the tenderer. In case the vehicles offered by the tenderer during the validity of the contract or withdrawn and alternative/substitute vehicles are not provided, the security deposit will be liable to be forfeited or will be recovered from irrevocable Bank guarantee.
- C. The EMD will be automatically converted as a part of Security Deposit for the successful tenderers.
- D. Any loss or damages arising out of the contract would be adjusted against the Security Deposit and recoverable from irrevocable Bank guarantee for a period of two and half years . Any damages in excess of the Security Deposit will be reinsulated from payment due to the contractor under this contract or deposit / payments due to the same contractor under any other contract with the Federation.

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- E. The Federation reserves the right to increase the Security Deposit amount at its discretion.
- F. In case, if for any reasons, the Tenderer withdraws the tender / could not produce the insulated Vehicle(s) in any stage during the period of contract, the Joint Managing Director reserves the right to forfeit the Security Deposit (including EMD) and the pending bills amount or will be recovered from irrecoverable Bank guarantee.
- G. No interest will be paid on the E.M.D./ Security Deposit /Additional Security Deposit. This shall be refunded after six months of the successful completion of the contract or audit/ reconciliation whichever is earlier and subject to the production of original receipt.
- H. In the event of extension of contract, the Security Deposit shall be retained for the extended period of contract or the contractor shall extend the Bank Guarantee period to the extent of extension of contract period. The Security Deposit shall be refunded after six months of the successful completion of the extended period of contract or audit / reconciliation whichever is earlier and subject to the production of original receipt.
- I. The security Deposit is liable to be forfeited in case of termination of the contract.

38. AGREEMENT:

- A. Successful tenderers will produce vehicles which have been finalized in the tender along with all original documents for verification at any time during the tendering process as directed by the Federation.
- B. Successful Tenderers would be required, before undertaking the contract, to execute the agreement within the specified days from the date of issue of provisional letter failing which EMD is liable to be forfeited and the offer shall be withdrawn.
- C. The successful tenderers should become an Associate Member of the Federation.
- D. Federation would supply two sets of Agreement forms to the successful tenderer along with the offer letter. Both the sets of Agreement are to be signed with the firm's seal and returned to the Federation along the letter confirming acceptance of the **offer letter**. One copy will be returned to the successful tenderer duly signed by competent authority of the Federation.
- E. When the person who signed the tender is not the sole proprietor, necessary Power of Attorney authorising the signatory to act on behalf of the proprietor /firm should be produced before signing the agreement and an authenticated copy of the Power of Attorney should submitted for the Federation's record.
- F. All the terms and Conditions stipulated in the Notice inviting Tender, tender documents, corrigendum, all tender related correspondence (Pre-Tender meeting minutes) etc., shall form part of contract.

FAILURE TO EXECUTE AGREEMENT AND/OR FAILURE TO FURNISH REQUIRED SECURITY DEPOSIT WITHIN THE PRESCRIBED TIME MAY RENDER THE TENDERER LIABLE FOR FORFEITURE OF EARNEST MONEY DEPOSIT AND SECURITY DEPOSIT AND WITHDRAWAL OF OFFER WITHOUT FURTHER NOTICE AND ALSO WITHOUT PREJUDICE TO THE RIGHTS OF THE FEDERATION TO RECOVER DAMAGES AS PER TENDER TERMS AND CONDITIONS OF THE TENDER OR UNDER LAW.

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39. EXTENSION OF CONTRACT PERIOD:

Due to administrative reasons, if circumstances warrant, the contract is extendable at the discretion of the Federation for a further period as per the provisions of the TTTT act beyond the expiry of the period or until the Federation extending period, at the same trip charges under the same terms and conditions. Any failure of the contractor to comply with such extension shall end in the forfeiture of S.D/ Addl. S.D. and the pending bills.

40. PRESENTATION OF BILLS:

- (a) The bills are to be presented by the contractor once in a fortnight and it will be settled **within 15 working days** from the date of submission. **The bills should be presented within 3 days of the completion of 1st or 2nd Fortnight; otherwise the bills will be settled along with the next bill.** Recoveries due to short accounting of commodities and shortages of empties and penalties due for reasons noted in the schedule/inspection reports and other dues referred to in the respective clauses of this agreement shall be deducted from the next or any of the bills.
- (b) The Deduction of Income Tax at source under Section 194(C) of Income tax Act shall be made on the amount payable to the contractor unless proof of such payment of I.T. or exemption from TDS is produced or enclosed by the Contractor, to avoid any penalty that may be imposed on the employer i.e. Federation. The details of recoveries will be sent along with the payment. Representation on such recoveries and penalties of the bill, if any, by the contractors should be submitted **within 15 days** from the date of receipt of respective bill amount. Any complaints/claims made after 15 days from the date of receipt of respective bill amount shall not be entertained by the Federation.
- (c) The Federation will also deduct any other statutory deductions as per the Acts and Rules in force.

41. Liability of the contractor towards his employees.

- A. The relationship between the Federation and the tenderer is one of principal to principal and not one of principal to agent.
- B. The tenderer is obliged to discharge the contractual obligation by engaging his own men and materials. The Federation will have no connection whatsoever with the men engaged by the Tenderer.

42. OTHER TERMS & CONDITIONS

- A. Any deviation from the specifications to the disadvantage of the quality of PUF insulated vehicles would entitle the Federation to take penal action on the tenderer, including termination of contract.
- B. In case Ice cream transported by the successful tenderer is spoiled due to any failure or lapses or deficiency in providing the above stated requirement, the tenderer should make good the loss as ascertained by the Federation, apart from facing the penal action that may be taken against him under the contract.
- C. Quality of service and time are the essence of the tender. The time schedule for the operation of **Refrigerated Vehicles** will be given by the Federation and the insulated vehicles should be operated scrupulously following the time schedule, as any delay in the same would cause loss, damage and impairment of quality of milk by-products supplied by this Federation.

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- D. The authorities of the Federation may inspect the insulated vehicles of the successful tenderer. After inspection, if any suggestion is given for improved upkeep or maintenance or replacement of parts, the same should be carried out by the successful tenderer without delay.
- E. If the authorities of the Federation demand any record like Log Book, Trip sheet, R.C.Book, Insurance certificate, permit etc., the same should be produced.
- F. If the insulated vehicles provided by the tenderer are in bad condition / found to be unfit for product transportation it shall be disengaged and the tenderer shall make immediate alternative arrangement for Ice cream transportation so as to avoid any dislocation in Ice cream distribution.
- G. The successful tenderer should provide only sound vehicle for the contractual work. In case of development of sudden defect, the tenderer should get the vehicle repaired immediately.
- H. In case of plying such defective vehicle, the tenderer should immediately inform the Federation and the tenderer will be paid hire charges less by 5% per trip till it is rectified. However such vehicle should not be used beyond 30 days. If such vehicles are used beyond 30 days, the contract of that vehicle will be terminated, forfeiting the Security Deposit and levying liquidated damages.
- I. If the tenderer fails to inform the Federation about the use of defective vehicle and if the Federation comes to know of that, the Federation will issue notice to the contractor to rectify the defect within 7 days of receipt of notice. If the contractor fails to rectify the defects pointed out within 7 days of receipt of notice, the Federation reserves the right to terminate the contract of the vehicle and levy liquidated damages.
- J. In case the tenderer could not discharge his contractual obligation because of the above reason and also could not make alternative arrangement for uninterrupted work of transportation of milk by-products, the Federation would levy penalty and liquidated damages for such failure of the tenderer.

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- K. The Tenderer should remit Rs.11 /- and become the associate member of the Federation on awarding of the contract. The amount will not be refunded and the tenderer is not eligible for participating in election or getting the profit.
- L. The tenderer shall arrange for insuring the cost of milk by-products transported in the tender approved vehicles.
- M. The loss sustained to the Federation on account of spoilage of milk by-products due to delay in transportation, variance in quality / quantity of milk by-products transported and other damages occurring to the property of the Federation due to the negligence of the tenderer or his crew will be recovered from the tenderer.
- N. The Federation reserves the right to allot the route to be operated from anyone of the Dairies as and when necessitated for uninterrupted transportation of milk by-products. The routes and Dairy are liable to be changed by the General Manager (Marketing) / authorized officers of the Federation in case of exigencies and it will be the bounden duty of the tenderer to follow the directions. In such cases, the tenderer will be paid transportation charges at the approved rate applicable for the said routes.
- O. In case of transporting milk by-products from or to other District Unions, additional expenditure incurred by the tenderer towards toll fee etc. will be reimbursed against the bills with the evidence of such expenditure obtained from the authorities concerned.
- P. The allotted insulated vehicles shall be used for the purpose of milk by-products distribution of the Federation only. No person other than the driver, attender and the authorized employee of the Federation shall be allowed to travel in the vehicles within the permissible limit prescribed in the MV Act.
- Q. The insulated vehicles shall be ready for operation for the entire period of contract other than for F.C. repairs for which a maximum of 10 days will be given for getting F.C. During the period of F.C. repairs, the tenderer is duty-bound to provide alternate vehicle and to ensure that there is no interruption of the scheduled operations. During the period when the permission was availed by the tenderer to garage the insulated vehicles, the tenderer should ensure uninterrupted contractual operations by providing substitute insulated vehicle conforming to all specifications stipulated in the tender document. There should be no deficiency in service or damage on any account because of engaging substituted vehicle. In the absence of such substituted vehicle while the contracted vehicle is garaged, the tenderer shall pay to the Federation, the loss if any suffered by the Federation plus a fine of Rs.500/- per day. The request of tenderer seeking permission to garage the insulated vehicle for a period up to 10 days for carrying out fitness certification job will be considered only if the requests are received at least 10 days in advance.
- R. The allotted insulated vehicles shall not be sold / disposed off or leased out to others during the contract period. However the tenderer is permitted to sell / dispose the allotted insulated vehicle during the contract period after getting prior permission from the Federation, provided he/she offers an alternative insulated vehicle of similar capacity and age lesser than the tendered vehicle.

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- S. The tenderer shall provide replacement of tendered vehicle in case of accident and unforeseen circumstances. In the event of accident / breakdown en route, it is the responsibility of the successful tenderer to make alternative arrangements to shift the products from the vehicles and transport products safely to the destination. During this process there should not be any wastage or spoilage of products. In case of wastage / spoilage due to the above event, the loss will be reinsulated as assessed by the Federation from the tenderer.
- T. In the above events, the tenderer shall provide replacement for tendered vehicle of same capacity.
- U. The successful tenderer should operate the vehicle in case of necessity as per the agreement beyond tender period up to the time permitted by the TNTT Rule 14(9), at the same rate, terms and conditions.
- V. The Federation reserves right to accept or reject any or all tenders, retender or cancel the tender as per provisions of TNTT Act and Rules.
- W. Further details pertaining to the tender can be obtained from the Federation between 10.00 a.m. and 4.00 p.m. on all working days.

43. GENERAL CLAUSE:

The Tenderer should not offer vehicles which are already under operation in the Federation / in other DCMPUs / any other organization. Any violation of this condition should render the tender invalid. In case such violation is noticed after awarding of contract, the contract will be terminated and liquidated damages will be levied apart from blacklisting of the tenderer.

- (a). The Managing Director / The Joint Managing Director / The General Manager (Mkg) reserves the right to add, withdraw or modify any of the terms and conditions, if necessary, after due notice to the contractor.
- (b). The Managing Director / The Joint Managing Director / The General Manager (Mkg) reserves the right to impose / modify any penalty at his discretion on the performance of the contractor's vehicle / vehicle's crew which are insulated / not insulated in this agreement.
- (c). For all disputes arising out of the terms and conditions and other matters, the decision of the General Manager (Mkg) on the foregoing points will be final and binding.
- (d). For the repeated occurrence of breakdowns, short parking, refusal to ply the vehicle, willful breakdown, excess loading, theft etc., the Federation reserves the right to take penal action on the Transport contractor.
- (e). The Federation reserves the right to rescind the contract according to the exigency without assigning any reasons.

- (f). The tenderers whose services are not satisfactory due to poor performance during his earlier contract will not be considered for award of contract. The decision of the Federation in this regard will be final and binding.
- (g). If the tenderer defaulted in any of the previous tenders to execute agreement or to pay security deposit or to operate vehicles allotted either in part or in full will not be eligible from participating in this tender.
- (h). If the successful tenderer defaulted to execute agreement or to pay security deposit or to operate vehicles allotted either in part or in full shall be debarred from participating in subsequent tender for a period of 3 years.
- (i). The tenderer shall furnish a copy of the PAN Card.
- (j). The employees of Federation / District Co operative Milk Producers' Union / Milk Producers' Co operative Society / Milk Consumers Co operative Society / Dairy Development Department or their family members cannot participate in the tender in any form. (Family member means, Spouse, Father, Mother, Brother, Sister, Son, Daughter, Grand Father, Grand Mother, Son in Law, Daughter in Law, Grandson and Grand Daughter).
- (k). In the case of the Co-op. Societies, the tender documents as well as Agreement should be signed by the Special Officer /Secretary/ President.

In case any Tenderer claiming exemption from the payment of EMD, the tenderer should produce specific exemption order from the Government as per Rule 14(1) of the Tamil Nadu Transparency in Tenders Rules, 2000 and they should execute an Indemnity bond undertaking to indemnify the loss to the Federation in case of breach of contract or for non-fulfillment of the contract. The above undertaking should be approved in the General Body meeting and should be submitted along with the tender documents. The latest profit and loss account and the Balance Sheet should be furnished to decide about the value of the tender to be awarded. Failure to furnish the resolution of the General Body meeting will render the tender liable for rejection.

- (l). The Xerox copy of the registered documents duly certified by the Notary Public should necessarily be enclosed along with the tender.**
- (m). It is hereby clearly stated that TCMPF shall not accept any deviations of conditions stipulated to the Tenderer. Tenders must be in total conformity with the TCMPF specifications, lest the tenders should be liable for rejection.
- (n). Penalties (due to the defective performance of the vehicle) and penalties for the losses in the milk by-products supply due to contractor's failure are elaborated in the specimen Agreement.**
- (o). Transport contractors should comply with the provision of Food Safety and Standards Act of India (FSSAI).

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44. REMITTANCE OF EPF, ESI ETC:

- a) The tenderer is liable for implementation of all applicable laws including labour laws. The contractor shall register under the EPF Act, and ESI Act etc., The contractor shall furnish the copy of EPF & ESI remittance challans of the previous month towards contribution of EPF & ESI for their employees engaged in insulated vehicles along with the second fortnight bill. Without this proof, the second fortnight bill will not be accepted. If the Contractor not registered under the EPF Act, and ESI Act or not furnished the proof of remittance of EPF & ESI, the Federation shall recover the EPF & ESI contribution from the contractor bills. The contractor shall furnish all the required information and documents whenever the Federation calls for the above purpose. If any liability devolves on the Federation because of the failure of the contractor in implementing any law, the contractor shall make good the loss and pay damages to the Federation.
- b) **The contractor is responsible for implementation of all the labour laws applicable and the Federation will have nothing to do with the employees of the contractor.**
- c) **The tenderers should appoint a consultant for the purpose of fulfilling the statutory requirements of EPF/ESI failing which the Federation will appoint a consultant at the cost of contractor, and the charges payable to the consultant will be recovered from the contractor's bill.**

45. TERMINATION OF CONTRACT:

- (a) For serious lapses/malpractice in which the vehicle contractor or his/her representative is involved like heavy theft of federation commodities etc., then the vehicle will be stopped immediately and the contract will be terminated. Due to administrative reasons, if need be, Federation reserves the right to terminate the contract without assigning any reasons or issuing any notice.
- (b) During the operation of this contract, the contractor has no right whatsoever for the withdrawal of the contract. Violation of this condition will result in forfeiture of the S.D, pending bills and the extra expenditure incurred in this regard consequent on the non-supply of vehicles by the contractor shall also be reinsulated from the said contractor.

46. DISPUTES AND ARBITRATION:

In case either party to the contract is aggrieved by any breach of the conditions of the contract, either party shall have the right to raise the dispute before the Deputy Registrar (Dairying), Thiruvallur, by way of arbitration, under section 90 of the Tamil Nadu Coop. Societies Act, whose award shall be final and binding on both the parties. To this effect the successful tenderer shall become an Associate member of the federation by paying the required fees.

SIGNATURE OF THE TENDERER WITH SEAL AND DATE

47. LEGAL JURISDICTION:

In case if either party to the tender is aggrieved by the award of the arbitrator so appointed as per clause 46. or otherwise, they can appeal to Court. The courts situated in **Chennai alone** shall have jurisdiction to entertain such disputes.

I/We have gone through all the terms and conditions of contract.

**SIGNATURE OF THE TENDERER
WITH DATE & SEAL**

Witness:

1.Name

Signature

2. Name

Signature

Sl. No.	ABBREVIATION	EXPANSION
1	TCMPF	The Tamilnadu Cooperative Milk Producers' Federation Ltd.
2	DCMPU	District Cooperative Milk Producers' Union Ltd.
3	BMC	Bulk Milk Cooler
4	EMD	Earnest Money Deposit
5	SD	Security Deposit
6	EPF	Employees' Provident Fund
7	ESI	Employees' State Insurance
8	TDS	Tax deduction at Source
9	FC	Fitness Certificate
10	G.O	Government Order
11	CV	Insulated Vehicle
12	HSD	High Speed Diesel
13	KL	Kilo Litre
14	KM	Kilo Meter
15	MRP	Maximum Retail Price
16	TT	Transparency in Tenders

THE TAMILNADU CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD :
CORPORATE OFFICE : No.3A, PASUMPON MUTHURAMALINGANAR SALAI :
NANDANAM : CHENNAI-600 035.

TENDER FORM – 4

COMMERCIAL BID

**RATE QUOTED FOR ICE CREAM / FROZEN PRODUCTS DISTRIBUTION
IN CHENNAI METRO AND ITS SUBURBS ON LITRE BASIS**

TENDER NO. 1635/P2/MKG/2023

The BOQ format to be downloaded from e-portal and uploaded after filing the financial bid is below shown for illustration purpose.

S.No.	Route No.	Dist. in K.M	Min. Qty of ice cream to be transported	Basic Rate Per Litre	GST 5%	Rate Per Litre (Inclusive of GST 5%)
1	61	100	350 Ltrs.			
2	62	100	350 Ltrs.			
3	63	100	350 Ltrs.			
4	64	120	350 Ltrs.			
5	65	120	350 Ltrs.			

This is a specimen copy

PLEASE DO NOT UPLOAD WITH THE TENDER DOCUMENT

I/We have gone through all the terms and conditions and the agreement clauses of the contract attached to this schedule and hereby agree to abide by them.

**SIGNATURE OF THE TENDERER
WITH DATE & SEAL.**