

# TAMILNADU CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD.,



(E-Tender through eProcurement Portal at <https://tntenders.gov.in>)

E-Tender Document for

**“ENGAGEMENT OF AGENCY FOR PROVIDING  
MANPOWER MEANT FOR MULTIPURPOSE SERVICES  
AT AAVIN PARLOURS IN CHENNAI FOR A PERIOD OF  
ONE YEAR (2023-2024)”**

Tender Reference No: 823/N2/MKG/2022

**THE JOINT MANAGING DIRECTOR,  
TAMILNADU COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED**  
No.3A, AavinIllam, 6<sup>th</sup> Floor,  
PasumponMuthuramalingamSalai,  
Nandanam, Chennai – 600 035.  
Phone : 044-23464500/01/02/03/04/05.  
E-Mail:[aavinmarketing@gmail.com](mailto:aavinmarketing@gmail.com)

Website for online bid submission  
<https://tntenders.gov.in>

## TENDER INFORMATION

1. Name and address of the Unit	<b>THE JOINT MANAGING DIRECTOR, TAMILNADU COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED</b> No.3A, AavinIllam, 6 <sup>th</sup> Floor, PasumponMuthuramalingamSalai, Nandanam, Chennai – 600 035. Phone : 044-23464500/01/02/03/04/05. E-Mail: <a href="mailto:aavinmarketing@gmail.com">aavinmarketing@gmail.com</a>
2. Name and address of the User	The General Manager, Marketing Unit.
3. Name of the Item / Work	ENGAGEMENT OF AGENCY FOR PROVIDING MANPOWER MEANT FOR MULTIPURPOSE SERVICES AT AAVIN PARLOURS IN CHENNAI FOR A PERIOD OF ONE YEAR (2023-2024)
4. Method of Tender	e-Tender System (Online Technical Bid and Financial Bid) through eProcurement Portal <a href="https://tntenders.gov.in">https://tntenders.gov.in</a>
5. Tender Reference Number	823/N2/MKG/2022
6. Tender Estimated Value	Rs.1.69 Crores.
7. Earnest Money Deposit (EMD)	Rs. <b>1,69,000/-</b>
8. URL for online bid submission for e-tender	<a href="https://tntenders.gov.in">https://tntenders.gov.in</a>
9. Cost of Tender Document	Tender documents can be downloaded at free of cost from the website <a href="https://tntenders.gov.in">https://tntenders.gov.in</a>
10. Tender Document Availability on the Portal	<b>From:08.08.2023 to 23.08.2023 upto 2.00 PM</b>
11. Date of Pre-Bid meeting	<b>Date:16.08.2023 Time: 11.00 AM</b>
12. Date of Closing of e-submission of Technical Bid and Financial Bid.	<b>Date:23.08.2023 Time: 03.00 PM</b>
13. Date and time of opening of Part I Technical Bid of e-Tender	<b>Date:24.08.2023 Time: 12.00 Noon</b>
14. Date and time of opening of Part II Financial Bid	The date of opening of Financial Bid will be informed to the eligible Tenderers through Online Portal and registered e-mail.
15. Place of Pre- Bid meeting & Part I Technical Bid and Part II Financial Bid opening	<b>TAMILNADU COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED</b> No.3A, AavinIllam, 6 <sup>th</sup> Floor, Pasumpon MuthuramalingamSalai, Nandanam, Chennai – 600 035. Phone : 044-23464500/01/02/03/04/05.

## **TECHNICAL BID**

### **1.0.PREAMBLE OF E-TENDER:-**

1.1).The Joint Managing Director, TCMPF Ltd., invites Bids by way of E-Submission only from eligible Tenderers to submit e-Tender for ENGAGEMENT OF AGENCY FOR PROVIDING MANPOWER MEANT FOR MULTIPURPOSE SERVICES AT AAVIN PARLOURS IN CHENNAI FOR A PERIOD OF ONE YEAR (2023-2024).

1.2).Applicability of Tamil Nadu Transparency in Tenders Act, 1998:-

This Tender will be governed by the Tamil Nadu Transparency in Tenders Act, 1998 and The Tamil Nadu Transparency in Tenders Rules, 2000 and subsequent amendments thereof are applicable to this Tender.

### **2.0.INSTRUCTION TO TENDERERS:-**

2.1). The tenders are in Two Part System (a) Technical Bid and (b) Financial Bid. All the Tenderers are requested to examine the instructions, terms & conditions and specifications laid down in the Tender. Failure to furnish all required information in every aspect will be at their risk and may result in the rejection of their bid.

**2.2).THE TENDERERS WHO DO NOT FULFIL THE "PRE-QUALIFICATION CRITERIA"AS PER CLAUSE 5.0"NEED NOT PARTICIPATE IN THE TENDER. OFFERS NOT SATISFYING THIS "PRE-QUALIFICATION CRITERIA" WILL NOT BE CONSIDERED AND WILL BE SUMMARILY REJECTED.**

### **3.0. MODE OF SUBMISSION:**

3.1).All the documents are to be uploaded in the Online Portal only. Website

<https://tntenders.gov.in>.

3.1.1). Part A – Technical Bid

3.1.2). Part B – Financial Bid

### **4.0. LANGUAGE OF THE E-TENDER:-**

All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or over writings except as necessary to correct errors made by the Tenderer.

#### **5.0. PRE QUALIFICATION CRITERIA – TECHNICAL BID (PART-I):-**

The Tenderers should meet the following Pre-Qualification Criteria for bidding this tender and the proof for the Eligibility should be provided in the Technical Bid.

- a) Should have minimum experience for last 2 financial years having deployed minimum man power of 50 persons each in any 2 firms or any other Govt. Institutions order copies shall be enclosed.
- b) Should have achieved a minimum Annual Turnover of Rupees One Crore each in all the two financial years preceding the current financial year (i-e 2020-21 & 2021-22). The tenderer shall furnish audited annual accounts for the two years as documentary proof. In respect of other tenderers they shall furnish the accounts for the immediate past two years duly certified by a practicing Chartered Accountants firm with their Registration Number along with income tax returns with acknowledgement for the past two years.
- c) Should have registered with Employee Provident Fund Organisation and Employees State Insurance.
- d) Tenderers shall furnish attested Photostat copies of valid GST Registration Certificate. along with the tender technical bid Part-I.
- e) Tenderers shall furnish attested Photostat copy of PAN Registration Certificates along with the tender technical bid Part-I.
- f) The tenderer should submit the performance satisfactory certificate from the previous organization for supply of manpower services in the last two previous years.
- g) The tenderer should submit the documentary proof for remittance of EPF and ESI for the workmen for the last six months for minimum of 50 persons.

#### **6.0) SCOPE OF WORK**

The Federation is interested in engagement of manpower service provider as detailed below in Aavin Marketing Unit located in Chennai Metro and its suburbs. The period of contract is for one year from the date of awarding of the contract.

- a) Supply of man power for deployment in Aavin Marketing Unit located in Chennai Metro and its suburbs.
- b) The required man power should be supplied to each location as specified by the management from time to time.

c) The man power provided shall possess the qualification prescribed in the tender document.

**d) DUTIES AND RESPONSIBILITIES FOR PARLOUR STAFF (Multi purpose workers):**

The works should be discharged as specified below:

- Sale of the aavin Milk and Milk by-products and to make sales entries in the appropriate software (CAFE X and IDMS). Billing should be done and sales amount has to be collected.
- To remit the sales amount to Bank on daily basis.
- To verify the stocks and reconcile the physical stocks with IDMS CAO report/MIS system on daily basis.
- Sales pitching and display of aavin products.
- Maintain the Parlour/work premises in neat and clean manner including the Kitchen platform/Sink /kitchen equipments/Counter sales table/service table cleaning.
- Cleaning of waste / discard stocks.
- Maintenance of Hot milk Urns, Freezers, coolers and other machineries.

**NOTE:** The TCMPF may give incentives to the workers provided by agency based on achievements like sale greater than same month in previous year by 20 percentage and/or for 100 percentage sales entries made in online system. The same in full to be passed on to the employee by the manpower agency.

The persons deployed should always be polite with good behaviour with the customers. While attending work at parlour, there must not be any complaints from customers. Based on the customer review of the sales person, monthly incentive will be provided at the discretion of TCMPF Ltd., The review will be based on Google feedback.

**7.0. REQUIREMENT OF MANPOWER:**

**7.1). Details of Required Manpower to be supplied by the Manpower service provider is as follows**

Sl. No.	Type / Category	Minimum Qualification	Age Limit	Language Known (Read/Write /Speak)	Service rendered	Monthly Remuneration	Required Manpower
1	Attender for Multipurpose Services	+2 qualification with basic knowledge to operate computer.	Above 18 years to below 55 years	Tamil & English	Attending works in parlour as per clause 6.0	Rs.15,178/-	75 persons

7.2). The required manpower mentioned in the tender document are approximate. The tender accepting authority shall be permitted to vary the manpower finally ordered and execute the work through the contractor to the extent of 25% (Twenty five percent) either way of the requirement of 75 manpower as per Rule 14(9) of Tamil Nadu Transparency in Tenders Rules, 2000

7.3).The Tenderer should ensure that the supply of man power within 15 days from the date of agreement signed with the TCMPF. However, TCMPF reserves the right to modify the quantity of manpower depending upon the requirement throughout the period of contract.

### **8.0.EARNEST MONEY DEPOSIT**

8.1).Tenderer should pay the specified amount towards Earnest Money Deposit as follows:

<b>Sl. No.</b>	<b>Name of Item</b>	<b>EMD amount</b>
1	Engagement of agency for providing manpower meant for multipurpose services at aavin parlours in Chennai for a period of one year (2023-2024).	<b>Rs.1,69,000.00</b>

8.2). The EMD amount should be paid only through online payment mode in e-tender portalof <https://tntenders.gov.in>.

8.3). The EMD will not carry any interest.

8.4). Tenderer has to select the payment option as “pay online” to pay the EMD amount. Only after payment of EMD, Tenderer will be able to encrypt/upload their bids. In order to avoid any issues and last minute delay in processing of payment online, it is recommended to make payment and submit the bid as early as possible. TCMPF will notbe responsible for any sort of difficulty faced/failure in submission of bids online by the Tenderer

8.5). Any other mode of payment of EMD shall not be accepted

### **8.6. Online payment mode (EMD):**

8.6.1). During online bid submission process, Tenderer shall select SBI MOPS option and submit the page, to view the terms and conditions page. On further submission, Tenderer will be re-directed to MOPS gateway, where two options namely SBI and Other Banks will be shown, here the Tenderer may proceed as follows:

8.6.1.1). SBI Account Holder: Shall click ‘SBI’ option to view the Net Banking Facility, where they can enter their internet banking credentials and transfer the EMD amount.

8.6.1.2).Other Bank Account Holders: Shall click ‘Other Bank’ option to view the bank selection page and select their respective bank to proceed with Netbanking Facilityfor payment of EMD.

**Note - Tenderers using “Other Bank” option under SBI MOPS payment Gateway are advised by SBI to make online payment 72 hours in advance before tender submission closing time.**

8.6.2). Any transaction charges levied while using any of the above modes of online payment has to be borne by the Tenderer.

8.6.3). The Tenderers will be evaluated only if payment status shows “Success” during bid opening. It is necessary to click on “Freeze bid” link/icon to complete the process of bid submission, otherwise the bid will not get submitted online and same shall not be available for viewing/opening during technical bid opening.

**8.7). Refund of EMD of unsuccessful Tenderers:**

The EMD paid by the Tenderer will automatically be deposited in the “PoolingAccount” of the State Govt. only and not in TCMPF’s account. Hence refund process will be initiated automatically, once the bid is rejected by TCMPF during technical / financial evaluation and TCMPF is no way responsible for refund of EMD of the unsuccessful Tenderers.

**8.8).EMD EXEMPTION**

8.8.1).The SSI Units claiming exemption from the payment of EMD subject to ensuring that the tendered subject should be covered in their Registration Certificate showing the manpower permitted to agency.

8.8.1.1).The firms located within the State of Tamil Nadu having Udyam Registration Certificate / NSIC, in respect of manpower provided by them for which tenders have been called for alone will be granted exemption from payment of EMD.

8.8.1.2).The firms located outside the State of Tamil Nadu having Udyam Registration Certificate /NSIC are not eligible for exemption from payment of EMD.

**Note:** The offers will be rejected, if the firms located outside the State of Tamil Nadu has uploaded Udyam Registration certificate/NSIC towards Exemption from payment of EMD.

**8.9).Tenders not accompanied with Online Payment towards the prescribed EMD or the relevant documentary proof for the exemption thereon shall be summarily rejected.**

## **9.0. COST OF BIDDING**

The Tenderer shall bear all costs associated with the preparation and submission of its tender and TCMPF will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

## **10.0. SUBMISSION OF e-TENDER**

**Two-part (Technical and Financial Bid) online system should be uploaded in eProcurement Portal (<https://tntenders.gov.in>):**

### **11.1. General Instructions for Two Part E-Tender:**

11.1.1). The tender proposes two stage tender system viz. (PART A) Technical Bid and (PART B) Financial Bid. The first stage enables TCMPF to know whether the Tenderer is technically competent and capable of executing the order. Only those who qualify in the first stage would be eligible to take part in the second stage viz. Financial Bid. The Financial Bid of Tenderers who failed in the first stage will not be opened.

11.1.2). Both the Technical and Financial Bids should be submitted in Online Portal <https://tntenders.gov.in>.

11.1.3). In Technical Bid – Documents listed in the **Tender Clause No.11.2** shall be uploaded.

11.1.4). In Financial Bid – The firm rates alone are to be quoted in the Financial Bid - BOQ (Excel Format) and to be uploaded online.

### **11.2) Details to be Uploaded in the Technical Bid:**

11.2.1). Details of E-Remittance towards EMD Amount.

11.2.2). If the Tenderer is claiming EMD exemption, a copy of valid document proof of EMD exemption to be uploaded in accordance with **Tender Clause No.8.8**.

11.2.3). Photocopy of the Registration certificate of the company.

11.2.4). Proof for having minimum two years' experience excluding current year in providing minimum 50 numbers of man power to companies, firms and any other organizations.

11.2.5). Proof for having achieved a minimum Annual Turnover of Rupees One Crore in all the two financial years preceding the current financial year. The tenderer shall furnish audited annual accounts for the two years as documentary proof.



- 11.2.6). Photocopy of the PAN Number and GST Registration certificate.
- 11.2.7). Photocopy of the Code Numbers of EPF and ESI contribution allotted by the respective organisation.
- 11.2.8). Photocopy of the remittance made to EPF /ESI made during the last six months for 50 persons.
- 11.2.9). Digitally signed tender documents.

**11.3). Details to be Uploaded in Financial Bid:**

- 11.3.1). All rates shall be quoted in the format provided and no other format is acceptable. If the Financial Bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the Tenderers. Tenderers are required to download the BOQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the Tenderer). No other cells should be changed. Once the details have been completed, the Tenderer should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the Tenderer, the bid will be rejected.
- 11.3.2). This financial bid will be opened only if the Tenderer is qualified to execute the tender as per technical bid.

**12.0). MODIFICATIONS/CLARIFICATIONS TO TENDER DOCUMENTS:**

- 12.1). At any time after the issue of the tender documents and before the opening of the tender, TCMPF may make any changes, modifications or amendments to the tender documents and the same will be intimated to the concerned vendors through corrigendum which can be downloaded from the vendor login.
- 12.2). In case any Tenderer asks for a clarification to the tender documents before 48 hours of opening of tenders, the GM (Mkg), Corporate Office, TCMPF will clarify the same.
- 12.3). The responses to the clarification will also be notified on <https://tntenders.gov.in> without indicating the source of query
- 12.4). TCMPF at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
- 12.5). All the Tenderers must periodically browse website <https://tntenders.gov.in> till the closing date of this Tender for any amendments or corrigendum issued in

connection with this Tender. TCMPF will not be responsible for any misinterpretation of the provisions of this tender document on account of the Tenderers failure to update the bid documents based on changes announced through the website.

### **13.0. WITHDRAWAL OF BIDS**

13.1). No Tenderer shall be allowed to withdraw the tenders after submitting the tender on the portal. If do so their EMD will be forfeited.

### **14.0. OPENING OF e-TENDER**

#### **14.1). Opening of Technical Bids without Price (Part-I):**

14.1.1).The Tender offers except Financial Bid will be opened electronically on the date and time notified at the Office of the General Manager (Mkg.), TCMPF Ltd., No.3A, AavinIllam, Pasumpon MuthuramalingamSalai, Nandanam, Chennai – 600 035, through eProcurement Portal <https://tntenders.gov.in> in the presence of Tenderes authorized representative who may wish to be present on the date of opening.

14.1.2).Technical Bid would be opened first on the due date and time. Pre-Qualification Criteria such as payment of EMD and compliance with pre-qualification conditions will be checked. The supporting documents would be cross checked wherever required.

14.1.3).Only the Technical Bid will be opened on the due date.

14.1.4).In the event of the specified date for tender opening day is declared as a holiday, bids will be opened on the next working day at the same time and venue.

#### **14.2) Opening of the Financial Bids: (Part - II)**

The date and time of opening of Financial Bids shall be later notified through the registered e-mail to the Tenderers who fulfill the Pre-Qualification criteria and whose bids are found to be technically acceptable.

### **15.0. e-TENDER EVALUATION CRITERIA**

The tenders will be evaluated strictly as per the Tamilnadu Transparency in Tenders Act 1998 and the Tamilnadu Transparency in Tenders Rules 2000 and amendments made thereon in the Act & Rules by the Government.

## **16.0. REJECTION OF TENDERS**

### **16.1. Tender will be SUMMARILY rejected if**

- 16.1.1). The EMD requirements are not complied with as specified in Tender Clause 8.0.
- 16.1.2). Bid Pre-Qualification Criteria as specified in Tender Clause 5.0 are not complied with.
- 16.1.3). If the documents furnished with the offer is found to be bogus or the documents contains any false particulars.

### **16.2. Tender is LIABLE to be rejected, if it is:**

- 16.2.1). Not in conformity with TCMPF's tender terms and Condition.
- 16.2.2). Not properly signed by the Tenderer.
- 16.2.3). From any black listed Firm or Contractor.
- 16.2.4). Received by Telex/Telegram/ E-Mail /fax.
- 16.2.5). Not containing all required particulars as per Annexures I to VI.
- 16.2.6). Offer submitted without GSTIN and PAN is liable for rejection.

## **17.0. NEGOTIATION**

TCMPF reserves the right to negotiate with the Tenderer whose offer is the lowest evaluated price for further reduction of price. TCMPF also reserves the right to negotiate with other Tenderers to match the negotiated L1 price or below, strictly according to the Tamil Nadu Transparency in Tenders Rules, 2000.

## **18.0. VALIDITY OF PRICE TENDER:**

- 18.1). The rate quoted should be valid for a minimum period for 180 days for acceptance from the due date. The offers with lower validity period are liable for rejection. During the validity period, no Tenderer is permitted to make any upward revision in the rate. Further no Tenderer is permitted to withdraw their offer within the validity period of the tender or before finalisation of Tender.

## **19.0. SECURITY DEPOSIT**

- 19.1). The successful Tenderers would be required to sign an agreement and furnish a Security Deposit of 5% of the order value, drawn by means of Demand Draft from any Indian Nationalised Bank or Scheduled Bank drawn in favour of "Managing

Director, TCMPF Ltd” payable at Chennai within 15 days from the date of acceptance of the tender. The EMD already paid along with tender shall be adjusted against SD to be paid by the successful Tenderer.

19.2).No exemption will be given from payment of Security deposit under any circumstances as per TNTT Act and the same should be remitted by above means. Any other form of remittance will not be accepted.

19.3).The security deposit will be refunded only after the expiry of 6 months from the date of satisfactory completion of the contract satisfactorily complying to the specification of the equipment to take care of the workmanship of the agency.

#### **20.0. AGREEMENT:**

20.1).The successful Tenderer has to execute an agreement on Rs.100/-non-judicial stamp paper incorporating the terms and conditions of the contract and the specification within 15 days from the date of acceptance of the tender. In case of default of either of the conditions (i.e) remitting the security deposit or execution of the agreement within the time allowed, the EMD paid is likely to be forfeited by TCMPF.

20.2).If the contractor fails to execute the contract satisfactorily at the tendered rate, the security deposit will be forfeited by TCMPF.

20.3).If the TCMPF incurs any loss / additional expenditure due to the negligence of the contractor in connection with the work during the period of contract, the same shall be recovered together with all charges and expenses from the contractor.

20.4).**RATES AND PRICE:** This is a fixed price contract. Price adjustment clause (to account for raise or fall in the money value / taxes during the contract period) is not operatable for this contract. However any variation in the statutory levies and Taxes by State Government / Central Government shall be effected on the end price to the benefit of either the contractor or TCMPF as the case may be.

#### **21.0 GENERAL CONDITIONS OF THE CONTRACT**

21.1. The period of contract will be for one year with effect from the date of issue of awarding of contract. The contract may be extended as per the provisions of TT Act if TCMPF finds the performance satisfactory. In case of any dispute in the tender process, the decision of TCMPF will be final in this regard.

- 21.2. The tenderer should submit the entire tender document duly signed and submitted through online before the due date and time (sign the documents in all pages)
- 21.3. Tenderers must comply with instructions contained in the notice inviting tender. They must also agree to comply with all the conditions and specifications of the contract. Otherwise their tenders are liable for rejection.
- 21.4. The rates quoted should be firm and no variation in rates or prices are admissible.
- 21.5. The tenderer shall be solely responsible for the payment of the Central or State govt. Taxes and levies etc. and the rates for the various items of work shall remain unaltered by any change that may be made from time to time in the rate at which such taxes and levies are payable.
- 21.6. The tenderers should abide by the terms and conditions prescribed in the Agreement and tender documents.
- 21.7. The contractor shall furnish a list of labourer proposed to be employed by him with their name, education qualification and experience in years. The contractor shall change anyone from this list with person of equal or higher qualification and experience only after obtaining specific approval from the competent authority.
- 21.8. If the contractor fails to commence the supply of man power within 15 days from the date of agreement signed with the TCMPF, the security deposit will be forfeited and the contract is liable for termination and TCMPF may thereupon at such terms as it may think fit, arrange through any other person or persons to undertake or perform, provide, execute and do all works, materials or matters and things describe in the tender document at the risk and cost of the contractor.
- 21.9. Tenderers should give full postal address of their office in their tender. The delivery at the above named place or sending by letter registered for acknowledgement of any notice, letter or other communication to the tenderer or contractor shall be deemed sufficient service thereof upon the tenderer or contractor in writing. The address maybe changed by the contractor only after informing TCMPF in writing along with address proof.
- 21.10. The contractor shall not assign, transfer, pledge or subcontract the contract awarded to him.
- 21.11. The tenderer should pay the salary to the contractor on time to avoid any

deviation in work and on receiving any such complaints regarding the payment to labourers the tenderer shall be penalised. If any such complaints received for the same for thrice the tenderer may be terminated and blacklisted.

21.12. The tenderer should regularly remit EPF and ESI payment for the workmen.

21.13. TCMPF reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.

## **22.0). BREACH OF CONTRACT**

The breach of contract is the failure or refusal to perform it. Any breach of contract by one party gives the other party an immediate cause of action and right to damages as compensation for loss suffered due to the breach of contract. A breach occurs where a party to the contract refuses or fails to perform one or more of the obligations imposed upon him by the contract. The failure to perform may take place when the time for performance has arrived or even before that. Thus, the “Breach of Contract” mentioned above covers (a) the Anticipation Breach and (b) the Present Breach.

TCMPF may without prejudice to its right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases.

## **23.0). TERMINATION OF CONTRACT**

- a. Termination on expiry of the contract: The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless TCMPF has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.
- b. Termination on account of insolvency: In the event the Successful tenderer at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the TCMPF shall, by a notice in writing have the right to terminate the Contract and all the Successful tenderer's rights and privileges hereunder, shall stand terminated forthwith.

- c. Termination by breach of contract: A breach by the Successful tenderer of his obligations hereunder and such breach not being rectified by the Successful tenderer within 30 days from the date of receipt of notice from TCMPF informing the breach.
- d. Termination for delay: Successful tenderer shall have to perform all activities/services as per the terms and conditions of the contract. If the Successful tenderer fails to do so, the Contract will be terminated by giving 30 days written notice.
- e. TCMPF may any time terminate the contract by giving 30 days notice without assigning any reason.
- f. If the tenderer fails to replace or provide the workmen, additional workmen as required by TCMPF on more than 3 occasions within a span of 90 days TCMPF will reserve the right to terminate the contract.
- g. TCMPF reserves the right to terminate the contract without giving notice if tenderer is involved in any illegal activities or if the tenderer violates any terms of the contract or if it is learnt that the contract was obtained based on any false information or fraud.
- h. The TCMPF may, at any time, at its option cancel and terminate this contract by written notice stating reasons for such cancellation or termination to the Contractor, in whichever event the Contractor shall be entitled to payment for the work done up to the time of such cancellation.
- i. The TCMPF may, at its option, cancel or omit the execution of one or more items of work under this contract, and any part of such item(s) without any compensation whatsoever to the Contractor by giving due notice in writing stating reasons therefore.
- j. TCMPF reserves the right to terminate the contract if the tenderer fails to remit EPF and ESI to the workmen.
- k. If at any time after commencement of the work, for any reason, whatsoever not require the whole work or part thereof as specified in the tender to be carried out, the TCMPF shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full

but which he did not derive in consequent of the full amount of the work not having been carried out.

1. In the event of termination of contract, the SD will be forfeited and any of the resultant loss shall be recovered from pending bills.

#### **24.0). LEGAL JURISDICTION**

The successful tenderer shall become an Associate Member of TCMPPF Ltd. by paying the requisite fees under the Tamil Nadu Co-operative Societies Act & Rules. 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 Tamil Nadu Co-operative Societies Act before the Dy.Registrar(Dairying)Thiruvallur whose decision shall be accepted as final.

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

#### **25.0).DOCUMENT TO BE SUBMITTED BY THE SUCCESSFUL TENDERER BEFORE DEPLOYMENT OF MANPOWER**

1. List of Manpower shortlisted by tenderer for deployment in Labour & Employment Department, containing full details i.e, date of birth, marital status, address, education qualification etc.,
2. Bio-data of all persons.
3. Any other document considered relevant.

#### **26.0).SPECIAL CONDITIONS OF CONTRACT**

- 1) The tenderer should supply the required manpower and render services on everyday basis as specified in the tender document. The supplied manpower should possess the qualification prescribed in the tender document. Proof of qualifications and age should be made available at the time of induction of work force, for the Parlour work.
- 2) The tenderer shall not deploy anyone below 18 completed years of age. He should also not deploy any one above 55 years of age. Legal or statutory liability for employing anyone below 18 years will fall only on the tenderer.
- 3) The character and antecedents of each personnel supplied shall be verified by the tenderer before their deployment and no police/criminal cases shall be pending against them. Certificate to this effect to be submitted by the tenderer to TCMPPF. The tenderer shall also ensure that the personnel deployed are medically fit and should produce medical certificate in this regard.



- 4) The tenderer should strictly adhere to the rules and regulations framed under various Acts such as Employees Provident Fund, Employees State Insurance Scheme and other Central and State Acts.
- 5) The tenderer should provide neat and clean uniform to their employees along with nameplates and identity cards. The service provider to give payments to the persons engaged to their bank account. Also, the company shall give uniforms and identity card having the ESI and PF numbers to the persons engaged.
- 6) The tenderer should replace the manpower, when it is found by the concerned Officer that they are not discharging their duties satisfactorily, within 3 days from the date of intimation by the Management. In case of additional requirement of persons for works, it shall be intimated to the tenderer by the Manager of the Unit. The tenderer should provide the required additional manpower on the days required by the Unit Manager on 3 days notice.
- 7) If the tenderer fails to replace or provide workmen/additional workmen required within 3 days. TCMPF will make its own arrangements and any extra expenditure on this account (i.e.) difference between rates fixed for man power and the rate at which TCMPF replaces or engages additional manpower will be debited to the tenderer's account. The same will be deducted from the bills of the contractor payable to him.
- 8) The target for sales of products will be fixed by the TCMPF Ltd., and should achieve the target.
- 9) If the tenderer fails to replace or provide services of workmen/additional workmen, on more than three occasions, within a span of 90 days, TCMPF will have the right to CANCEL the contract and initiate steps to replace the tenderer without any notice to the tenderer.
- 10) The tenderer should supply workmen with Good Character and Conduct, as they are to work in hospitality industry. The Tenderer should produce Certificate from the local Police Station of the workmen to the effect that there are no criminal cases or inquiries pending against the workmen.
- 11) The persons deployed should always be polite with good behaviour with the customers. While attending work at parlour, there must not be any complaints from customers. Based on the customer review of the sales person, monthly

incentive will be provided at the discretion of TCMPF Ltd., The review will be based on Google feedback.

- 12) The tenderer shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- 13) The tenderer shall at his own expense take and keep comprehensive insurance for all the workmen deployed without limiting any of his obligations or his liabilities, in the units where ESI is not covered. The tenderer shall also take out workmen's compensation insurance as required by law and undertake to indemnify TCMPF for and against all claims that may arise.
- 14) The TCMPF may require the tenderer to dismiss or remove from the site of work, any person or persons, employed by the contractor, who may be incompetent or for his/her/their misconduct and contractor shall forthwith comply with such requirements.
- 15) The tenderer shall replace immediately any of its personnel, if they are unacceptable to the TCMPF because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- 16) TCMPF shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the tenderer.
- 17) The tenderer's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as all are of confidential/secret nature that can attract legal action.
- 18) The tenderer's person shall not claim any benefit / compensation / absorption / regularization of services in this office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the contractor to this office.
- 19) The person deployed shall not claim any Employer and Employee relationship against this office. Further that the said person(s) of the tenderer shall not claim any benefit from TCMPF.

- 20) The tenderer shall engage the persons as required by TCMPF from time to time. The said person engaged by the tenderer shall be his employee and it shall be his duty to pay their salary every month in time.
- 21) The transportation, food, medical and other statutory requirement under the various Acts/Govt. Regulations in respect of each personnel of the tenderer will be his responsibility. This shall include payment of PF, ESI, and GST etc. However, payments in respect of PF, ESI etc. or any such other statutory requirements to the tenderer shall be made subject to furnishing of proof of such payments to the concerned authorities indicating the PF No., ESI No. etc. of the outsourced persons every month without fail and before submitting bills for the subsequent months. The bills should be for reimbursement of the actual amount to the service rendered by the tenderer.
- 22) Working hours will be as : (2 shifts) (6 AM to 2 PM & 2 PM to 10 PM)
- 23) The tenderer should deploy the workmen in the above shifts based on the requirement of the concerned unit Managers. The personnel may be required to discharge their functions beyond these working hours if required for which no over-time wages will be paid. The rate quoted per person per month shall be applied for all shifts mentioned above.
- 24) The tenderer shall provide a substitute well in advanced if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the tenderer.
- 25) If, for any reason the personnel deployed by the tenderer proceeds on leave, he/she should properly intimate the Controlling Officer and the Concerned Administration before such absence or in case of Medical emergency on the first day of taking such absence either officially or telephonically clearly indicating the number of days he/she will be absent. The tenderer shall provide a substitute in case the absence exceed 5 days or even earlier, if situation so warrants, which shall invite a penalty as specified in Penalty clause in the General conditions of the contract.
- 26) On the expiry of the agreement with one month notice the tenderer will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-

employment by the personnel of the contractor, it shall be the entire responsibility of the contractor to pay and settle the same.

- 27) The tenderer, its workmen, its supervisory officers and staff should co-operate with TCMPF in case of any EMERGENCY or CALAMITY or ACCIDENT or FIRE or THEFT, etc. to help investigate and take appropriate action. The tenderer should not interfere in any way in the normal discharge of the functioning of the TCMPF Officials.
- 28) In case it is found by the TCMPF that a property or any material of the TCMPF is lost or put to loss or damage due to the negligence of the manpower supplied by the tenderer, the tenderer will be held fully responsible and he will have to make good the loss or damage so incurred. The decision of the TCMPF as to the quantum of loss is final.
- 29) In case any workmen of the tenderer suffers any injury or meets with any accident during the discharge of duty the entire cost of compensation shall be borne by the tenderer and the TCMPF shall not be responsible for any claims damage compensations etc. All legal cost will have to be borne by the tenderer.
- 30) **Payment :** Payment will be made on monthly basis. The tenderer should submit claim bill every month on or before 5th of every month through the respective officers duly certified from them. It will be settled on or before 10th of every month.

The claims in bills regarding ESI, EPF, GST etc., should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of TCMPF.

- 31) The tenderer shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of TCMPF or any other authority under Law.
- 32) In case, the tenderer fails to comply with any liability under appropriate law, and as a result thereof, TCMPF is put to any loss / obligation, monetary or otherwise, TCMPF will be entitled to get itself reimbursed out of the outstanding bills or the Security Deposit of the tenderer, to the extent of the loss or obligation in monetary terms.

- 33) The required number of workmen should be available on all days. Rotational arrangements for Weekly holidays, National and festival holidays, etc. will be the responsibility of the tenderer.
- 34) The responsibility of arranging required number of workmen for each day rests with the tenderer only.
- 35) All records as envisaged by all applicable central and State Tax acts and rules should be maintained by the tenderer and these records are subject to scrutiny by the officials of TCMPPF.
- 36) The successful tenderer should nominate a Co-Ordinator/Nodal Officer with contact addresses, Phone Nos., Cell Nos. who will be available on 24 hours, 7 days basis for resolving any issue. The person so nominated will be responsible for monitoring and managing the deployed manpower and he will report to the Unit Manager regarding all matters related to the deployed manpower and their performance.
- 37) The tenderer should ensure that the workmen obey and work under the direct supervision of the Manager concerned and the tenderer should not interfere in the routine discharge of the duties of the workmen in the TCMPPF's premises unless specifically asked to do so.
- 38) If the tenderer fails to adhere to the terms and conditions of the contract, he shall compensate TCMPPF for the additional expenditure or loss incurred by TCMPPF due to the breach of terms and conditions by the tenderer. The tenderer is responsible for any loss or theft of products, cash by contract employees and TCMPPF reserve the rights to terminate the person if it is breach of terms and conditions.
- 39) The workers deployed by the tenderer should not leave the designated work place without obtaining permission from the Manager of the respective unit.
- 40) The staff provided by the tenderer will perform their duties in accordance with the instructions given by the Officer of TCMPPF from time to time.
- 41) None of the employees of the tenderer shall enter into any kind of private work within or outside the campus of the tendering authority.
- 42) Use of Mobile phones, Pen drives, CDs, DVDs and any other electronic devices by the workmen is banned in the parlours of TCMPPF.

- 43) The tenderer should provide 24x7 Telephone supports and should be available on his own direct telephone (Office as well as residence) and also on Mobile Phone so as to call in the case of emergency.
- 44) The entire responsibility of the outsourced persons regarding his leave, pay, medical, etc. will be on the tenderer. The tenderer will be solely responsible for the deployment of persons who will be working for an on behalf of the tenderer and would be on the tenderer roll irrespective of their attendance being taken by TCMPF. TCMPF will not own any responsibility of their employment or otherwise.
- 45) The tenderer shall arrange to maintain the daily shift wise attendance, record of the contract personnel deployed by him showing their arrival and departure time. This attendance record to be submitted every week to TCMPF with an attested photo copy of the attendance record of the personnel to which it pertains. The attendance record shall be produced for verification on demand by TCMPF at any other point of time.
- 46) The tenderer should pay not less than the daily wages as prescribed by the District Collector, to his / her worker as below:

Payable Wages per person per month	EPF Contribution per month	ESI Contribution per month
1	2	3
(Rs)	(Rs)	(Rs)
13170.00	1580.00	428.00

- 47) **Insurance:** Group Insurance should be provided to the deployed manpower by the tenderer. Group insurance including EPF, ESI coverage should be paid every month for all deployed manpower.
- 48) **Liability:** The tenderer is responsible for any cash theft or stock deficit or loss/damage caused by the manpower provided by the tenderer during the course of the contract, and the same will be recovered from monthly bill.

## **27.0.PENALTY CLAUSE**

The following penalties shall be levied on the tenderer and shall be deducted from their monthly bill for the violation of terms and conditions indicated below:

i) For attending duty without uniform / ID card or with dirty uniform.	: A sum of Rs.50 per day of default/person shall be levied as penalty.
ii)Late Attendance	If the manpower was not present in time, then a penalty of Rs.500/- shall be levied as penalty and the same will be recovered from the monthly bill or Security Deposit.
iii) For failure to supply manpower	: If the manpower was not supplied, then a penalty of Rs.1000/- shall be levied as penalty and the same will be recovered from the monthly bill or Security Deposit.
vi) Theft of Money or Stock misappropriations:	The total value of theft/misappropriation plus 2% will be recovered from the Bills/Security Deposit of the tenderer

**ANNEXURE-I**

**PROFILE OF THE BIDDING ORGANISATION**

The Tenderer shall furnish the following details without fail:

Name of the Organization	
Whether Sole Trader / Partnership / Private Limited Co. of Public Limited Co.	
Year of Incorporation(Furnish copy of Certificate of incorporation)	
Address of the Registered Office:	
Contact Person Name	
Contact Person Mobile	
E-Mail Address	
Registered under (give details under which Act the Company is registered)	
ISO Registration	
List of large companies / Public Sector Undertakings / Local Bodies / Companies to which the manpower has been supplied	
GST Registration Number(Furnish copy of GST Certificate)	
PAN Number(Furnish copy of PAN Card)	
ESI Registration details	
EPF Registration details	
Names of the Bankers	

Note: The Tenderer must upload documentary proof for the above details without fail.

I/we hereby declare that the details furnished above are true and correct to the best of my knowledge. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/we am/are aware that I/we may be held liable for it.

Signature of the Tenderer with office seal

Place:

Date:



**ANNEXURE-II**

**FINANCIAL**

**CAPABILITY**

The Average Annual Turnover of M/s ..... (Name of Firm)..... and (address) .....for the past two years are given below and certified that the statement is true and correct:-

S. No.	Financial Years	Annual Turnover in Lakhs (Rs)
1.	2020-21	
2.	2021-22	
	Total	

Average annual turnover - Rs. \_\_\_\_\_ Lakhs

**Note:-**The Tenderer must upload either the Annual Turn Over Certificate for above 2 years certified by Chartered Accountant or Annual statement of Accounts (i.e.) Profit & Loss Accounts and Balance Sheet for the above 2 years certified by Chartered Accountant in support of Annual Turn Over without fail.

Signature of the Tenderer with office seal

Place:

Date:

**ANNEXURE-III**

**DECLARATION FORM**

**(To be signed with company seal on letter head and uploaded in the Technical Bid)**

To

The General Manager (Mkg.),  
TCMPF Ltd.,  
Head Office, AavinIllam, 3-A,  
PasumponMuthuramalinganarSalai,  
Nandanam,  
Chennai – 600 035.

Sir,

Sub: Acceptance of Terms & Conditions of

[Tender Ref. No.:823/N2/MKG/2022](#)

[Name of Tender / Work / Item](#) : Engagement of agency for providing manpower meant for multipurpose services at aavin parlours in Chennai for a period of one year (2023-2024).

\*\*\*\*\*

We, the undersigned, declare that:

- 1) I / We hereby certify that I / we have read the entire terms and conditions of the tender documents including all documents like General and special terms and condition of the contract, annexure(s), etc ,
- 2) I/we agree to abide by all the terms and conditions stipulated by the TCMPF which I/we have read and understood.
- 3) I/we certify that I/we have fully read and understood the instruction to Tenderers for online bid submission given by TCMPF, and any lapse to properly submit the bids result in rejection of the bid submitted.
- 4) I/we certify that the tender is offered without any alteration / addition / omission.
- 5) The corrigendum(s) issued from time to time by your department/ organisation too has also been taken into consideration, while submitting this declaration form
- 6) I/ we certify that all the conditions of the tender are accepted.

- 7) I/we agree that the TCMPF, is not responsible for any data corruption that might arise during the transmission / uploading of data in the website or due to disruption in communication error in my / our tender.
- 8) I/we agree that the TCMPF, has right to change schedule of opening or any technical corrective action to resolve any error that might arise during the opening of the e- tender by TCMPF.
- 9) I/we certify that I/we are responsible for the uploading of correct copies of scanned documents as per the e-tender procedure of TCMPF.
- 10) I /we understand that any error in doing so my /our tender may be summarily rejected by TCMPF.
- 11) I/We hereby agree to hold the tender offer valid for acceptance for a period of 180days from the date of opening of Part – I – Technical bid
- 12) In the event of failure on my / our part to comply with all the requirements mentioned in this tender document I / we unconditionally agree that the department is at its liberty to reject my/our tender including the forfeiture of the full said earnest money deposit absolutely.

Signature of the Tenderer with office seal

Place:

Date:

**ANNEXURE – IV**

**PRESENT ASSIGNMENTS IN WHICH TENDERER FIRM IS ENGAGED.**

Sl. No.	Name & Address of client	Brief Scope of the work	Work Order (P.O) No. & Date of issue of Order	Value of service (inRs.)	Period of Contract	Whether the copies of the Work orders / contracts from the client is attached?	
						Yes/No	Pg.No. on the proposal

Signature of the Tenderer with office seal

Place:

Date:

**Annexure – V**

**INFORMATION REGARDING CURRENT LITIGATION / DEBARRING / EXPELLING OF APPLICANT OR ABANDONMENT OF WORK BY THE APPLICANT**

1. (a) Is the Applicant currently involved in any Arbitration / litigation relating to any contract works	Yes/No
(b) If Yes, Details thereon	
2. (a) Has the Applicant or any of it's constituent partners been Debarred/Expelled by any agency during the last Three years	Yes/No
(b) If yes, Details thereon	
3. (a) Has the Applicant or any of it's constituent Partners failed to complete, any contract work during the past Three years	Yes/No
(b) If yes, give details thereon	

**Dated Signature of Applicant with seal**

**Note:** It any information in this Annexure is found to be incorrect or concealed, the Qualification Application will be summarily rejected & price tender will not be opened.

**ANNEXURE – VI**

**FINANCIAL BID**

I/We have gone through and understood all the terms and conditions of the tender and will abide by all the condition laid down for the supply of tendered items / works as per the detailed scope of works, terms and conditions laid down in the tender document.

(In. Rs.)

Manpower Type	No. of Manpower requirement	Payable Wages per person per month	EPF Contribution per month	ESI Contribution per month	Service Charges per person per month for the tenderer	GST payable (18%)	Total Wages per Person per month
		1	2	3	4	5	6
		(Rs)	(Rs)	(Rs)	(Rs)	(Rs)	(1+2+3+4+5)
Attender for Multi purpose services	75	13170	1580	428	← RATE SHOULD BE QUOTED IN PRICE BID IN ONLINE →		

1).The tenderer should pay not less than the above daily wages prescribed by the District Collector to his/her worker.

2).The variations in the statutory levies and taxes by the Government /Central Government namely EPF/ESI/GST shall be effected on the end price to the benefit of either the tenderer or the Federation as the case may be.,

2).All the rates should be only in terms of Indian Rupees.

Signature of the Tenderer with office seal

Place :

Date:

## CHECK LIST

### TENDERER TO FILL IN THE CHECK LIST AND UPLOAD IN THE ONLINEPORTAL WHILE SUBMITTING THE TENDER

(State YES / NO for each item)

Kindly ensure compliance of the under-mentioned requirements, as per Tender Terms and Conditions.

S. No.	Description	Tenderers Response
<b>I.</b>	<b>TECHNICAL BID</b>	
1.	Whether details of E-Remittance towards EMD Amount is uploaded.	Yes/No
2.	If the Tenderer is claiming EMD exemption, a copy of valid document proof of EMD exemption to be uploaded in accordance with Clause No.8.8	Yes/No
3.	Whether documentary evidence of past experience (i.e) work order copy(s) for last 2 financial years for having deployed labourers minimum of 50 persons each in any 2 firms as per tender terms and conditions are uploaded.	Yes/No
4.	Whether documentary evidence for average annual sales turnover for the last two financial years (2020-21 & 2021-22) are uploaded	Yes/No
5.	Whether satisfactory performance certificate from client(s) for the last 2 financial years (2020-21 & 2021-22) are uploaded.	Yes/No
6.	Whether necessary supportive documents such as attested copies of work order, EPF, ESI etc., are uploaded for the last 2 financial years (2020-21 & 2021-22).	Yes/No
7.	Whether copies of attested GST Registration certificate and PAN card are uploaded.	Yes/No
8.	Whether the tender documents are Digitally signed and uploaded	Yes/No
9.	Whether the following Supporting Documents, including the Annexures / Amendments are uploaded duly signed and sealed in each and every page, failing which their offer will be rejected	Yes/No
	a).Profile of the Bidding Organisation as per Annexure-I.	Yes/No
	b).Financial Capability as per Annexure-II	Yes/No
	c).Declaration Form as per Annexure-III	Yes/No
	d).Present Assignment in which Tenderer firm is engaged as per Annexure-IV	Yes/No
	e) Information regarding current litigation/Debarring/Expelling of applicant or abandonment of work by the applicant. Annexure - V	Yes/No
	f).Any other documents wherever insisted in the tender document.	Yes/No

II.	FINANCIAL BID	
10.	Whether the Financial Bid - BOQ (Excel Format) is filled and uploaded	Yes/No

Note: Please ensure that all the relevant boxes are marked YES / NO against each column

**Important Note:** Tenderers must ensure to upload all the required documents indicated in the Tender document without fail in the Online Portal. Bids uploaded without supporting documents in respect of the various requirements mentioned in the tender document are liable to be rejected at the initial stage itself.