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**THE TAMILNADU CO-OPERATIVE MILK PRODUCERS’
FEDERATION LIMITED:
AMBATTUR DAIRY: CHENNAI 600 098.**

TWO PART TENDER

**WORK CONTRACT FOR PROVIDING 14 NOS. OF ITI
HOLDERS OR DIPLOMA HOLDERS OR PERSONS WITH 1
YEAR EXPERIENCE IN DAIRY ACTIVITIES FOR 3 SHIFTS AT
AMBATTUR DAIRY FOR TWO YEARS.**

Tender period : 2023-2025

Tender validity: 24 months

Tender value: 75.73 lakh

PART – I

TECHNICAL BID

TENDER DOCUMENT SUBMITTED BY

M/S.

.....

Deputy General Manager (Production

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1. PART-I TECHNICAL BID

From

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

Sir,

Sub: Work contract for Providing 14 Nos. of ITI holders or Diploma holders or persons with 1 year experience in dairy activities for 3 shifts at Ambattur Dairy for 24 (Twenty Four) months from the date of execution of agreement by the tenderer - submission of tender documents - Regarding.

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Having examined the two part tender documents consisting of Part I Technical Bid and Part II Commercial Bid with price quotation, I/we hereby submit all the necessary documents and relevant information for bidding the above mentioned tender.

The application is made by me/us on behalf of..... in the capacity of duly authorized to submit this two-part tender offer.

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

I/we submit the documents herewith agreeing to all the instructions, Terms and Conditions detailed in the two part tender.

SIGNATURE OF THE TENDERER

I/We understand that the Managing Director, T.C.M.P.F.Ltd., Chennai-35 reserves the right to reject any tender offer fully or partly without assigning any reasons thereof.

I / We hereby agree to hold the tender offer valid for acceptance for a period of not less than 180 days from the date of opening of Part –I Technical bid.

I/We understand that the tender on acceptance will be valid for a period of 24 (Twenty Four) months and extendable up to 6 months on the same rate terms and conditions from the date of execution of the agreement.

Enclosures:

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

SIGNATURE OF THE TENDERERS
INCLUDING TITLE CAPACITY

NAME:

(IN BLOCK LETTERS)
(SEALS)

2.TENDER INFORMATION

1.	Name and address of Tender inviting Authority	:	The Joint Managing Director, Tamilnadu Co-operative Milk Producers' Federation Ltd., Plot No. 29 & 30, SIDCO Industrial Estate, Ambattur, Chennai – 600 098.
2.	Name and address of the User	:	The Deputy General Manager (Production) T.C.M.P.F. Limited, 29 & 30, SIDCO Industrial Estate, Ambattur, Chennai – 600 098.
3.	Name of the work	:	Work Contract for providing 14 nos of ITI holders or Diploma holders or persons with 1 year experience in Dairy activities for 3 shifts at Ambattur Dairy.
4.	Tender Reference Number	:	REF NO : 684/DGM(P)/AD/Z5/2023
5.	Tender Estimate Value	:	Rs.75.73 lakhs
6.	Earnest Money Deposit (EMD)	:	Rs. 75,000/-
7.	Website for e-submission of tender	:	https://tntenders.gov.in
8.	Date of Pre-Bid meeting	:	25.10.2023 Time : 11.30 AM
9.	Last date and time for submission of the two part tender – both technical and commercial bids through online	:	02.11.2023 Time : 03.00 PM
10.	Date and time of opening of part I Technical Bid Document.	:	02.11.2023 Time : 04.00 PM
11.	Date and time of opening of part II Commercial Bid	:	Commercial Bid will be normally opened within 90 days from the date of opening of Part – I pre qualifications – technical bid. The date of opening of Commercial Bid will be informed to the eligible tenderers who are found and declared as qualified in Part-I technical bid.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

3.CHECK LIST:

Kindly ensure compliance of the under mentioned documents attested by the notary public enclosed with part-I Technical bid only as per Tender terms & conditions mentioned in pre qualification in Serial No.6.(06.01 – 06.14)

1. Whether a copy of registration of the firm under Companies Act or Similar acts of Government of India or Tamil Nadu is enclosed as per the tender condition?	Yes / No
2. Whether the EMD amount of Rs.75,000/- (Rupees seventy five thousand only) is remitted by means of Online or not?	Yes / No
3. Whether the Photostat copy of an average annual financial turnover of minimum 30% of the estimate value in the last 3 years (Financial year i.e 2020-21, 2021-2022, 2022-23) the average annual turnover statement duly certified by the Chartered accountant with proper authentication evidence?	Yes / No
4. Whether the Photostat copies of certificates for one year experience on contract basis in any Govt. organization, Co-operative organization or any reputed private organization within the period of 3 years is enclosed as on the date of tender submission.	Yes / No
5. Whether the Photostat copies of ITI or Diploma passed certificates for a minimum of 14 persons are enclosed.	Yes / No
6. Whether the Photostat copies of certificates for one year experience for providing 14 skilled labourer on contract basis in any Govt. organization, Co-operative organization or any reputed private organization within the period of 3 years is enclosed as on the date of tender submission.	Yes / No
7. Whether the Photostat copies of the following notary public certified certificates enclosed? If so, the details: a) E.P.F registration No..... b) E.S.I registration No..... c) PAN Account No..... d) GST Tax registration No	Yes/No
8. Whether the tenderer has either been black listed or charged for non - performance in honouring any of the contractual obligations either partly or fully in the past 3 years.	Yes/No
9. Whether all the pages in the Part-I Technical bid and Part II Commercial bid have been duly signed by the tenderer or by his authorised signatory?	Yes/No
10. Whether the attested copies of the work order or attendance register or wage register or EPF challans or any other document containing a minimum manpower of 14 ITI or Diploma qualified persons are enclosed.	Yes/No

Noted and agreed to the above

SIGNATURE OF THE TENDERER

4.INSTRUCTIONS TO THE TENDERERS

This two-part tender consists of the following documents:

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

- 4.01 The tenderer is requested to read all the terms and conditions of the two-part tender carefully before start filling up.
- 4.02 The tenderer is requested to inspect the work site at Ambattur Dairy during the working hours on any working day before submitting his tender offer, so as to have firsthand knowledge about the work.
- 4.03 The tenderer is requested to submit the Original set of the two-part tender (both Part-I - Technical Bid and part II Commercial Bid) duly filled in, attaching necessary documents and he is advised to retain the duplicate set of document for his reference / records.
- 4.04 The Part-1 pre-qualification cum technical bid consisting of page Nos. 03 to 30 and the part-II Commercial bid consisting of page Nos. 31 to 32 should be submitted. **The tender documents duly filled can only be submitted by e-tendering through the e-procurement website <https://tntenders.gov.in>** for the "Tender for the work contract for Providing 14 Nos. of ITI holders or Diploma holders or persons with 1 year experience in dairy activities for 3 shifts at Ambattur Dairy" The work is for 24 (Twenty Four) months period from the date of execution of agreement by the tenderer and that period of 24 months is extendable up to 6 months from the date of expiry of the contract at the same rate and the same terms and conditions.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

- 4.05 The tenderer is requested to kindly go through the check-list in Page No. 6 and also pre-qualification in page No. 10 to 11 and also ensure compliance of the documents attested by the Notary Public.
- 4.06 The tenderer/his authorized signatory shall compulsorily sign with name of seal of the firm (as a token of acceptance of the tender) at the bottom of each page without any omission. The tenderer is specifically informed to upload all the pages of both Part-I & Part-II.
- 4.07 The tenderer who is downloading the document from the website is instructed to look for any corrigendum after the date of pre bid meeting, for any amendments if any issued. The tenderer is advised to download the above amendments and enclose it without fail along with the technical bid document, duly authenticating. In case of failure to submit the amended document (if any), the Federation reserves the right to reject the tender offer.
- 4.08 A prospective tenderer requiring any clarification with respect to any Tender condition may address to the Tender Inviting Authority by letter and he/she will respond in writing to any relevant query regarding the Tender conditions. However, correspondence in this regard or delay in getting reply from The Tamil Nadu Co-operative Milk Producers' Federation Limited shall not be taken as an excuse for delayed submission of tender or non submission of tender.
- 4.09 All the tenderers must periodically browse the above website for any amendment or corrigendum issued in connection with this Tender. The Tamil Nadu Co-operative Milk Producers' Federation Limited will not be responsible for the failure of the tenderer to update or to have comprehensive understanding of the provisions of this tender document including the changes announced through the website.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

5. 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	
Whether registered with MSME/NSIC. If so, furnish the details.	

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:

6.PRE QUALIFICATION OF THE TENDERER

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

- 6.01. The tenderer should have registered the firm under Companies Act or similar acts of Government of India or Tamil Nadu (A copy of registration of the firm should be attached)
- 6.02. The tenderer should enclose the prescribed amount of Earnest Money Deposit for Rs.75,000/- (Rupees seventy five thousand only) by online payment only.** No other form of remittance shall be accepted.
- 6.03. The tenderer should furnish Photostat copies of certificates for one year experience on contract basis in any Govt. organization, Co-operative organization or any reputed private organization within the period of 3 years as on the date of tender submission.
- 6.04. The tenderer should furnish Photostat copies of any Trade ITI or Diploma passed certificates for a minimum of 14 persons.
- 6.05. The tenderer should have an average annual financial turnover of minimum 30% of the estimate value in the last 3 years (Financial year i.e 2020-2021, 2021-2022, 2022-2023) the average annual turnover statement duly certified by the Chartered accountant with proper authentication evidence.
- 6.06. The tenderer should furnish Photostat copy of documentary evidence for having provided not less than 14 Nos. of Skilled people in a single organization for one year on contract basis to any Govt. organization, Co-operative organization or any reputed private organization within the period of 3 years as on the date of submitting the tender.
- 6.07. The tenderer should furnish the attested copy of the work order or attendance register or wage register or EPF challans or any other document containing a minimum manpower of 14 persons any Trade ITI qualified operators.
- 6.08. The tenderer should furnish Photostat copy of Employees Provident Fund registration certificates.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

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

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

Noted and agreed to the above

SIGNATURE OF THE TENDERER

7.GENERAL TERMS AND CONDITIONS

TWO PART TENDER for the contract work for 14 Nos. of ITI holders or Diploma holders or persons with 1 year experience in dairy activities for 3 shifts at Ambattur Dairy for 24 months from the date of execution of agreement by the tenderer.

- 7.01. The tenderer should furnish a EMD of Rs.75,000/- (Rupees seventy five thousand only) by means of online payment only.
- 7.02. The tenderer should have an average annual financial turnover of minimum 30% of the estimate value in the last 3 years (Financial year i.e 2020-2021, 2021-2022, 2022-2023) the average annual turnover statement duly certified by the Chartered accountant with proper authentication evidence.
- 7.03. The tenderer should have the capacity to provide 14 nos of ITI or Diploma qualified persons or persons with 1 year experience in dairy activities.
- 7.04. The tenderer should have Employees Provident Fund & Employees State Insurance registration certificates.
- 7.05. The tenderer should have Permanent Account No. card.
- 7.06. The tenderer should have GST registration certificate.
- 7.07. If the pre-bid day is declared as holiday, the pre-bid shall be held on the next working day at the same time and place.
- 7.08. The PART – I Technical bid will be opened on the date, time and venue specified, in the presence of the tenderers or their authorized representatives who opt to be present during the opening.
- 7.09. If the tender opening day is declared as holiday, the tender shall be received and opened on the next working day at the same time and place.
- 7.10. PART I Technical bid, specifies the pre qualification based on various factors such man power strength, capacity, suitability, eligibility etc., of the tenderer, that will be evaluated, considered and decided prior to opening of their part II commercial Bids of the tenderer.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

- 7.11. The tenderer who do not satisfy any/all the terms and conditions specifically so mentioned under Part – I Technical bid, are not eligible for opening of commercial bid and the Part II Commercial Bid shall not be opened, treating it as non responsive.
- 7.12. The Part – II Commercial bids shall normally be opened within 90 days from the date of opening of the Part – I Technical Bid at the convenient date and time of Tender Inviting Authority.
- 7.13. The date of opening of commercial bid will be intimated separately to those who are qualified in the Part – I Technical bid. The Part – II Commercial bid will be opened in the presence of tenderers or their authorized representative who are present at the time.
- 7.14. The Tender forms are not transferable or assignable.
- 7.15. In the event of revision of daily wages by the District Collector during the period of the contract and revised order implemented in the Federation, the successful tenderer shall pay the revised rate and claim from the Federation. No change in the rate is allowed during the contract period, except the revision of Collector wages on implementation in the Federation and corresponding EPF, ESI and GST.**
- 7.16. The signatory of the tenderer should indicate his/her/their status in which he/she/they have signed and should submit necessary legally admissible documentary proof in respect of such authority assigned to him/her/them by the Firm.
- 7.17. No tenderer shall be allowed to withdraw the tenders after submitting the tender.
- 7.18. The tenderer may submit a modified tender before the last date for receipt of tender provided that where more than one tender is submitted by the same tenderer, the lowest eligible financial tender shall be considered for evaluation.
- 7.19. The variation in GST levied by the Government shall be effected on the end price to the benefit of either the tenderer or the Federation as the case may be.
- 7.20. The successful tenderer alone is the sole employer and it is his responsibility for the discipline of his persons and to extract work from his employees conforming to the stipulations in this tender document. For any commission and omission on the part of his employees, the successful tenderer alone is liable and the latter shall pay damages to the Federation for any damage loss caused to the Federation by his employees.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

- 7.21. There will be no employer- employee relationship between the employees of the successful tenderer and the Federation.
- 7.22. The successful tenderer alone is liable for implementation of all the Labour Laws applicable to his employees.
- 7.23. In case, by chance, the Federation has to shoulder any liability arising out of any statutory provisions, the successful tenderer shall make good the loss in that regard to the Federation.
- 7.24. In case of any accident involving the employees of the successful tenderer the compensation and the penal consequences under the relevant Act shall be borne entirely by the successful tenderer.
- 7.25. If the Federation has to incur any expenditure in that regard, the same shall be reimbursed by the successful tenderer.
- 7.26. The employees so engaged by the successful tenderer under no circumstances could be considered for appointment in the Federation on the ground that they have worked as a contract labourer.
- 7.27. The employees of the successful tenderer cannot claim any benefits or amenities extended to Federation employees.
- 7.28. All sums found due to the Federation under or by virtue of these payments shall be recoverable from the successful tenderer under the provisions of Tamilnadu Co-op. Societies Act 1983 or in any other legal manner as the Federation may deem fit, if the same could not be recovered by adjusting from the security deposit or the bills of the tenderer, due to any reason.
- 7.29. The Managing Director, TCMPPF Ltd., Chennai reserves the right to spilt the tender and place orders on one or more tenderer. The Managing Director, also reserves the right to reject any tender offer fully or partially without assigning any reason thereof.
- 7.30. The successful tenderer, after the expiry of the contract period has to execute the work at the same rate, terms and conditions for a period up to 6 months from the date of expiry of the contract in case of delay in finalization of new tender.
- 7.31. The successful tenderer should not engage persons below 18 years and above 50 years of age to do this work. Aadhar card / other govt. record to be submitted for proof.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

- 7.32. The successful tenderer shall be responsible to the TCMPF for any loss or damage arising out of theft, burglary, pilferage, larceny, mischief, looting etc., due to the involvement or negligence of his workers and the successful tenderer shall make good any such losses or damages as ascertained by the Federation and such losses are liable for deduction from his bills/deposits etc.
- 7.33. The Successful tenderer should furnish medical fitness certificates from FSSAI format within 30 days from the date of taking over the job in respect of all his workers that they are not affected with any communicable diseases. Failing which the Federation will arrange for the medical checkup and certificates and the cost of expenditure incurred in such medical checkup will be recovered from the successful tenderer.
- 7.34. The Successful tenderer should execute the work as per requirement in the tender documents. If the successful tenderer fails to execute the work in part or in full or any lapse is noticed for more than 3 occasions, the Federation reserves the right to terminate the contract and the Federation would be at liberty to call for new tender. This is in addition to forfeiting the Security Deposit and recovering damages for the losses caused to the Federation by such lapses.
- 7.35. If the contract is prematurely terminated for lapses on the part of the tenderer to fulfill the terms and conditions or prematurely withdrawn by the successful tenderer, the Security Deposit is liable to be forfeited and if the amount of such loss is more than the security deposit, the same will be recovered from the successful tenderer by legal means, apart from forfeiture of any amount due to the successful tenderer.
- 7.36. The successful tenderer should pay not less than the daily wages prescribed by the District Collector to his workers.
- 7.37. The successful tenderer should compulsorily maintain a wage register in Form No XVII showing that the minimum wages are paid to his workers as per the "Minimum wages Act". The wage register should be produced as and when demanded for verification.
- 7.38. The Federation shall have no control over the employees of the contractor. It is for the contractor engages the employees of his choice and the Federation is concerned only with the quality of the work. Based on the quality of work the monthly bill will be settled.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

- 7.39. The successful tenderer shall be responsible for the discipline of the persons engaged by him for the execution of the work in this dairy.
- 7.40. The successful tenderer should provide Uniform, Over coat , Apron with cap and face mask to his employees with the name or emblem the Company, failing which it will be supplied by the Federation and the cost will be recovered from the successful tenderer.
- 7.41. All the workers should be provided with the Identity card with color photo, Name, date of birth, local and permanent address of his workers and the supervisor. Failing which, it will be supplied by the Federation and the cost will be recovered from the successful tenderer.
- 7.42. The successful tenderer should remit EPF and ESI amount payable to the concerned Department as per rules in force in respect of his workers.
- 7.43. The successful tenderer alone shall be responsible for discharge of all the legal obligation & under various labour legislation statutory dues in force for the persons engaged by him. In case, by chance the Federation has to shoulder any liability arising out of any statutory provisions, legal obligations the successful tenderer shall make good the loss in that regard to the Federation.
- 7.44. The successful tenderer shall indemnify and keep harmless the TCM PF Ltd., from any claim by employee/workers employed/engaged by him for the purpose raised under workman's compensation Act, or other enactments of such nature in force.
- 7.45. It shall be incumbent upon the successful tenderer to register himself with the appropriate authorities under the contract labour (Regulation & Abolition) Act 1970.
- 7.46. In respect of the successful tenderer liability under the Labour laws or any other laws, if the Federation incurs any loss or expenditure, the same will be recovered/ deducted from the successful tenderer.
- 7.47. No labourer of the Contractor shall be supplied any eatables form the Ambattur Dairy canteen at subsidized rates applicable to workers/staff of TCM PF Ltd.
- 7.48. All the contract labourers should entered attendance through Bio metric while on entry and leaving from the Dairy. The late arrival of contract labourers penalty will be imposed. If any late attendance found management reserves to take final decision.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

- 7.49. The successful tenderer should pay the minimum wages for 8 hours duty per person. No Contract labourers to be allowed beyond the 8 hours duty. Salary should be remitted to the contract employees through the bank account only.
- 7.50. The successful tenderer should do the work directly and no sub contract is allowed.
- 7.51. The successful tenderer shall bear all expenses regarding uniforms, preparation of their ID Cards, compensation, wages and allowances such as PF, ESI etc.,
- 7.52. The successful tenderer shall pay the wages to the individual on or before 12th of every succeeding month.
- 7.53. The successful tenderer shall submit the workers name EPF number and proof of submission of EPF, ESI etc., as applicable every month for the previous month along with the monthly bill with respect to all the employees deployed by the successful tenderer.
- 7.54. The tenderer providing labourer should do the work assigned by DGM (Dg)/ AGM (Engg) /AGM(DG)/AGM(QC)/Shift Officer/any Ambattur Dairy officer.
- 7.55. Use of cell phones by the contract operators is prohibited at the working place. The Management reserves the rights to take suitable action in case of violation.
- 7.56. General discipline, respect to co-workers especially to women workers should be maintained.
- 7.57. The work should be done on all days including on Bhundh days, Hartal days and even on National calamity days unless and otherwise, it is declared not necessary by the Federation.
- 7.58. The management reserves the right to terminate the contract at any point of time with 15 days notice (Prior intimation without assigning any reason thereof.)

PAYMENT OF EARNEST MONEY DEPOSIT:

- 7.59. The tender shall be pay an Earnest Money Deposit for **Rs.75,000/- (Rupees seventy five thousand only)**. The above said EMD shall be remitted online only before the closure date and time as specified.
- 7.60. The EMD remitted by the tendered shall be forfeited if the tenderer:
- a. withdraws his tender after submission but before opening of the tender or,
 - b. Following the opening of tender, withdraws its tender before expiration of the period of effectiveness of the tender, or
 - c. Fails to furnish the required performance Security at the stage, the tenderer is required to do so as per the tender documents.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

- 7.61. Online payment gateway has been enabled for Tamilnadu Cooperative Milk Producers' Federation Limited, Chennai in e-Procurement Portal <https://tntenders.gov.in>. The EMD amount should be paid only through online payment mode in e-tender portal of <https://tntenders.gov.in>. The EMD will not carry any interest.
- 7.62. Tenderer has to select the payment option as "pay online" to pay the EMD amount. Only after payment of EMD, tenderer will be able to encrypt/upload their bids. In order to avoid any issues and last minute delay in processing of payment online, it is recommended to make payment and submit the bid as early as possible. TCMPF will not be responsible for any sort of difficulty faced/failure in submission of bids online by the tenderers. Any other mode of payment of EMD shall not be accepted.

SECURITY DEPOSIT

- 7.63. After evaluation and finalization of Part I Technical bids and Part II Commercial bids, selected tenderer shall furnish a Security Deposit amount at 5% of the order value (including EMD) for 24 (Twenty four) months, by means of Demand Draft drawn from any Nationalized / Scheduled Bank drawn in favour of "The Joint Managing Director, TCMPF Ltd., Chennai-98" payable at Chennai within 10 days from the date of work order **and also clearness details to be obtained from the Accounts section, JMD's Office, Ambattur.** Failing which the successful tenderer will not be permitted to execute the work.
- 7.64. No exemption will be given from payment of Security deposit under any circumstances as per TTTT Act and the same should be remitted by Demand Draft or Banker's cheque only. Bank guarantee or any other form of remittance will not be accepted.
- 7.65. The Earnest Money Deposit paid along with the tender shall be adjusted against security deposit to be paid by the successful tenderer. If the successful tenderer fails to remit the Security Deposit the tender will be treated as cancelled and the EMD remitted by the tenderer will be fully forfeited. Besides the tenderer will be debarred from participating in any of the subsequent tenders for a period of 3 years in the Federation.
- 7.66. The security deposit is liable to be adjusted against any loss or damage caused by the successful tenderer to the Federation by his violation of the tender conditions.
- 7.67. The security deposit will be refunded only after the expiry of 6 months from the date of satisfactory completion of the contract and satisfactorily complying with the scope of work and the conditions thereof.
- 7.68. No interest shall be paid on the earnest money deposit or security deposit.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

AGREEMENT

- 7.69. The successful tenderer should sign an agreement on a non judicial stamp paper to the value of Rs.100/- within 10 days from the date of work order. Non execution of the agreement will lead to cancellation of work order and forfeiture of Earnest Money Deposit.
- 7.70. If the successful tenderer fails to execute the contract satisfactorily at the tendered rate, the security deposit will be forfeited by the Federation besides recovery of consequent losses.
- 7.71. If the Federation incurs any loss or damage or any additional expenditure due to the negligence of the successful tenderer during the period of contract or on extension period, the same shall be recovered from the successful tenderer.
- 7.72. The losses or damages, if any, caused by the successful tenderer or his employees to the property of the Federation, the cost ascertained by the Federation will be recovered from the successful tenderer.
- 7.73. **No revision of any tax will be entertained at any cost during the contract period and on extension period except the revision of Collector wages on implementation in the Federation and corresponding EPF, ESI and GST.**

PAYMENT TERMS

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

Noted and agreed to the above

SIGNATURE OF THE TENDERER

VIOLATION OF CONTRACT

- 7.85. Not with-standing anything contained in the tender schedule, no obligation is cast on the Federation to accept the lowest tenderer and the Federation shall also have the right to accept or reject the tender, if the Tender Accepting Authority decides that the price quoted by the tenderer is higher than the prevailing market rate.
- 7.86. For violation of any of the Terms and conditions of the contract, the Federation reserves the right to terminate the contract.
- 7.87. In the event of termination of contract, the Security Deposit will be forfeited and the resultant loss shall be recovered from the successful tenderer.
- 7.88. If the contractor is found to be blacklisted or terminated in any other contract, the Federation reserves the right to terminate the contract.
- 7.89. If the successful tenderer defaults to execute agreement or to pay security deposit or to execute the ordered quantity either in part or full shall be terminated from the contract and shall be debarred from participating in the subsequent any tenders for a period of 3 years in the Federation and it's District Union Dairies. Besides, the existing contract works being carried out in the Federation and it's Dist. Unions also will be terminated.

LEGAL JURISDICTION

- 7.90. The successful tenderer shall become an Associate Member of TCMPF Ltd. by paying the requisite fees under the Tamilnadu Co-operative Societies Act & Rules 15 days from the receipt of the work order.
- 7.90. If either party is in any way aggrieved, that party has the right to raise dispute by way of Arbitration under Section 90 of the Tamilnadu Co-operative Societies Act before the Deputy Registrar (Dairying)Thiruvallur whose decision shall be accepted as final.
- 7.91. In case of dispute, the relevant court in Chennai alone will have jurisdiction.

TENDER EVALUATION CRITERIA

- 7.92. The tender offer should be unconditional and it should be for conforming to all the stipulations in the tender terms and conditions.
- 7.93. The tender will be evaluated as per T NTT Act 1998.
- 7.94. The tender should clearly indicate that the bid takes care of the Minimum wages and Statutory dues.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

- 7.95. The tenderer should offer his rate per day per operator for 8 hours duty basis plus GST and all other costs in the BOQ while uploading the tender as mentioned in the tabular column of the commercial bid.
- 7.96. No column should be left blank in the commercial bid. In such case the tender will not be considered for evaluation.
- 7.97. All inclusive end rates shall be considered for evaluation of lowest offer.

VALIDITY

- 7.98. The tender offer shall be valid for acceptance for a period of not less than 180 days from the date of opening of Part I Technical bid. The offers with lower validity period are liable for rejection.
- 7.99. The tenderer shall agree to extend the validity of the bids without altering the substance and prices of his bid for further period, if required by Federation.

DEVIATION

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

Noted and agreed to the above

SIGNATURE OF THE TENDERER

8.SCOPE OF WORK FOR PROVIDING 14 NOS. OF ITI holders or Diploma holders or 1 YEAR EXPERIENCE IN DAIRY ACTIVITIES PREPAC OPERATION

- 8.01. Daily 14 Nos. of ITI holders or Diploma holders or persons with 1 year experience in dairy activities are to be provided round the clock (in all the 3 shifts) for operation of pouch filling machines and other related maintenance work.
- 8.02. The entire area of operation like inner and outer area of packing machine conveyors in front of the machines and back side of the machines are to be kept in neat and tidy condition.
- 8.03. Before starting the packing machine all the rollers, loading drawer, forming plate, horizontal and vertical jaws are to be cleaned as per the procedure laid down by the shift engineer/Shift officers.
- 8.04. Fixing of electrodes, rubber pads, barrier strips in both horizontal and vertical jaws are to be done as instructed by the shift engineers.
- 8.05. Power supply to the machine should be checked for proper voltage and earthing.
- 8.06. Length and weight of each packets should not exceed the norms as mentioned below:

<u>Packets</u>	<u>Length</u>	<u>Weight</u>
½ litre	Not more than 15.5 cms	Between 515-520 gms.
1 litre	Not more than 23.0 cms	Between 1035-1040 gms
225 ml	Not more than 9.5 cms	Between 230-232 gms
5 Litre	Not more than 40-40.5 cms	Between 5150-5180 gms

- 8.07. All the consumable items like barrier strips, rubber pads and electrodes will be supplied by TCMPF Limited.
- 8.08. Running hours and performance of the machines should be noted down by the contract operators in the prescribed log book given to them by the Federation. Any loss of water or excess usage of detergent should be avoided.
- 8.09. Empty film carton / spools are to be returned to general store then and there without any wastage.
- 8.10. Prepac operators should operate the machines as per the directions of shift engineers/ Shift officers.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

- 8.11. All the leak packet during production should be collected in the steel cans provided to them and they should avoid spillage of milk either in the conveyor or in the machine floor.
- 8.12. The successful tenderer shall suitably direct his employees to rectify any defect pointed out by the Shift Officer / Manager (Engg) / Deputy Manager (Engg) and they shall not leave the place of work allotted to them any other place without the specific permission of Shift Officer/ Manager (Engg)/ Deputy Manager (Engg).

Noted and agreed to the above

SIGNATURE OF THE TENDERER

9.PENALTY

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

- 9.01. Any wastage or damage of spools or empty cartons, the cost Rs.500/- will be recovered per occasion from the contractor's bill.
- 9.02. Unsatisfactory cleaning in prepac machine as found out by the dairy officers will be penalized with a fine of Rs.500/- per occasion, which will be recovered.
- 9.03. In case the contractor failed to supply required manpower in any particular shift i.e., A, B or C shift as mentioned in the scope of work Double amount the minimum wages will be recovered from the current month claim bill.
- 9.04. No workers are permitted to bath inside the premises or take lunch other than the specified places for deviations Rs.1000 per occasion will be recovered as penalty.
- 9.05. Time being the essence of this contract no variation shall be permitted and if the tenderer fails to supply and execute the work in full or part of the order as per the work order, the Federation shall reserve the right to cancel the order besides forfeiting the Security Deposit.
- 9.06. If the successful tenderer defaults to execute agreement or to pay security deposit or to either in part or full, he/she shall be debarred from participating in any of the subsequent tender for a period of 3 years.
- 9.07. Rs.100/- per hour per person will be imposed for the late arrival of employees or late commencement of work or otherwise penalty will be imposed and recovered.
- 9.08. Penalty at 5 times of the MRP cost will be recovered from the bill of the successful tenderer if milk packets or milk product or any dairy materials is found with the worker of the successful tenderer at the Security gate while leaving from the duty. Such worker should be immediately stopped from working at this dairy.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

- 9.09. Usage of panparag or similar items, smoking, spitting, littering or use of any other kind of intoxicants by the operators inside the dairy premises is prohibited. If found, Rs.1000 will be imposed as penalty.
- 9.10. They should produce leak free packets and follow the norms. Short vending/Less quantity packets will not be accepted. If found, suitable penalty will be imposed.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

10. LETTER OF TENDER

To,

The Managing Director,
TCMPF LTD, Aavin Illam,
Nandanam
Chennai – 600 035.

Sir,

I / We do hereby tender / offer to the Tamil Nadu Co-operative Milk Producers' Federation Limited for the "Work contract for providing 14 nos. of ITI holders or Diploma holders or persons with one year experience in Dairy activities for three shifts for two years 2023-2025 at Ambattur Dairy of Tamil Nadu Co-operative Milk Producers' Federation Limited" conforming to the terms and conditions stated in the contract.

I / We have understood the requirement of the Tamil Nadu Co-operative Milk Producers' Federation Limited, the details of the manpower to be supplied and have carefully understood the conditions of contract and the specification with all the stipulations of which I /We agree to comply.

I / We hereby undertake to provide required manpower at the places mentioned in the tender, within the time limit specified by the Tamil Nadu Co-operative Milk Producers' Federation Limited.

I am / We are aware that time of providing manpower is the essence of this contract and accordingly, I / we would adhere to the same.

I / We further agree that I / We would not withdraw this tender either in full or in part. If by chance, I / we have to withdraw the offer, I / we agree that the EMD/SD paid will be forfeited by the Tamil Nadu Co-operative Milk Producers' Federation Limited, without any notice to me / us.

I / We affirm that in any previous tender to the Tamil Nadu Co-operative Milk Producers' Federation Limited I / we have not committed any fraud by furnishing wrong information and the Tamil Nadu Co-operative Milk Producers' Federation Limited had not written to us alleging fraud in our transaction with the Tamil Nadu Co-operative Milk Producers' Federation Limited.

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 of the tender / contract including termination of the contract and forfeiture of the Earnest Money / Security Deposit.

I / We hereby undertake and agree to pay the Security Deposit as per the tender conditions within 10 days from the date of issue of Work Order.

I / We undertake to sign the contract with the Tamil Nadu Co-operative Milk Producers' Federation Limited within 10 days from the date of issue of Work Order.

I / We further agree that the acceptance of the tender conditions would, by itself, constitute a valid and concluded contract binding on me/us, even if separate contract is not signed.

I / We further agree that in the event of my/our failing to deposit securities mentioned above or to execute the Contract within the period of 10 days as referred to above, the Manager Director, Tamil Nadu Co-operative Milk Producers' Federation Limited, shall be entitled to cancel the contract and there upon arrange for any other person or persons to supply manpower herein before mentioned and I / We agree to be liable for all damages, losses, charges and expenses arising from or by reason of such failure on our part.

I / We hereby further agree and undertake that in case, there is any misconduct noticed with any of the personnel by the Tamil Nadu Co-operative Milk Producers' Federation Limited, I/we undertake to withdraw the personnel immediately.

Having fully understood the tender conditions and the above undertaking in this letter, we sign on this Day ofat Chennai.

Yours faithfully,

Authorized Signature :

Name & Title of Signatory :

.....
....

Name of the Tenderer :

Address :

.....

.....

11 . STATEMENTS**1. DECLARATION**

I / We having the registered office at
..... hereby declare that the Firm / Company or its Partners /
Shareholders have not been blacklisted by the Tamil Nadu Co-operative Milk Producers'
Federation and its District Unions or any Undertaking / Corporation of the Central /
State Governments or any other reputed Organization.

**Signature of the Tenderer
with Seal**

2. DECLARATION FORM

I/We having the registered office at..... declare that I/we have carefully read all the terms and conditions of Tender floated by the Tamil Nadu Co-operative Milk Producers' Federation vide Tender Ref. No for the "Work contract for providing 14 nos. of ITI holders or Diploma holders or persons with one year experience in Dairy activities for three shifts for two years 2023-2025 at Ambattur Dairy of Tamil Nadu Co-operative Milk Producers' Federation Limited", strictly conforming to the specifications as given in the Tender Document and I / we shall abide by all the conditions set forth therein.

**Signature of the Tenderer
with Seal**

3. CERTIFICATE

I/we having office at

declare that the tender forms downloaded from the website <https://tntenders.gov.in> and <https://aavin.tn.gov.in> have not been tampered with /modified in any manner. In case, if the same is found to be tampered with / modified, my / our Tender shall be summarily rejected.

**Signature of the Tenderer
with Seal**

AAVIN

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

PART – II**10.COMMERCIAL BID QUALIFICATION**

The Commercial offers of such of those tenderer who qualify themselves for being considered for the tender for the Work contract for **Providing 14 Nos. of ITI holders or Diploma holders or persons with 1 year experience in dairy activities for 3 shifts at Ambattur Dairy** for 24 (Twenty Four) months period from the date of execution of agreement by the tenderer by fulfilling the entire Terms and Conditions as laid in Part I "Technical Bid" of this tender will be considered for opening the Commercial Bid.

SIGNATURE OF THE TENDERER

**THE TAMILNADU CO-OPERATIVE MILK PRODUCERS FEDERATION LIMITED
AMBATTUR DAIRY:: CHENNAI 600 098**

11.PART-II COMMERCIAL BID

Work contract for Providing 14 Nos. of ITI holders or Diploma holders or persons with 1 year experience in dairy activities for 3 shifts at Ambattur Dairy for two years 2023-2025

S.No	Description	No of persons required as per tender	Rate per person/ per day wages (Rs.)	EPF 13% (Rs.) (including EDLI 0.5% + Admin Charges 0.5%)	ESI 3.25% (Rs.)	Service Charges (Per day) (Minimum 3.85%) (Rs.)	GST 18% (Rs.)	Total rate Per person/ per day (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	ITI Holders or Diploma holders or persons with 1 year experience in dairy activities.	14 Nos.	513	67	17			
Rate should be quoted in price bid in online								
								Total
Total in words for per person/ 8 hours								

NOTE:

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

SIGNATURE OF THE TENDERER