## **AAVIN**

# THE TAMILNADU CO-OPERATIVE MILK PRODUCER'S FEDERATION LIMITED:: CENTRAL DAIRY:: CHENNAI-51

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# **TWO PART TENDER**

Contract for providing 5 nos such as Chemist -1no, Fitter -1no, Helpers – 3 Nos to work in Operation & Maintenance of the Entire Effluent Treatment plant (ETP) in A, B and C Shifts at Central Dairy for two years 2025-2027.

# **PART-I**

**TECHNICAL – BID** 

2025-27

**ESTIMATE COST -25,66,570/-**

### **AAVIN**

# THE TAMILNADU CO-OPERATIVE MILK PRODUCER'S FEDERATION LTD:: CENTRAL DAIRY:: CHENNAI-51 \*\*\*\*\*

# **TWO PART TENDER**

Contract for providing 5 nos such as Chemist -1no, Fitter -1no, Helpers – 3 Nos to work in Operation & Maintenance of the Entire Effluent Treatment plant (ETP) in A, B and C Shifts at Central Dairy for two years 2025-2027.

# PART-I

# **TECHNICAL BID**

M/s	 	 	 	 	 	

TENDER DCOUMENT ISSUED TO

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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: Two part tender for the contract for providing 5 nos such as Chemist -1no, Fitter -1no, Helpers - 3 Nos to work in Operation & Maintenance of the Entire Effluent Treatment plant (ETP) in A, B and C Shifts at Central Dairy – Inviting tender for two years 2025-2027 from the date of execution of agreement by the tenderer -submission of Tender Documents - Regarding.

#### &&&&&&&

Having examined the two part tender documents consisting of Technical Bid and 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 parts tender.

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 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.

# **2.TENDER INFORMATION**

1.	Name and address of Tender inviting Authority	:	The Joint Managing Director, Tamilnadu Cooperative 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 (Prodn) T.C.M.P.F. Limited, Central Dairy, Madhavaram, Chennai – 600051.
3.	Name of the work	:	Work contract for providing 5 nos such as Chemist -1no, Fitter -1no, Helpers – 3 Nos to work in Operation & Maintenance of the Entire Effluent Treatment plant (ETP) in A, B and C Shifts at Central Dairy from the date of execution of agreement by the tenderer
4.	Method of Tender	:	e-Tender System (Online Technical Bid and Financial Bid) through e-Procurement Portal https://tntenders.gov.in
5.	Tender Reference Number	:	Ref No: 78/AGME/ETP/CD/2025
6.	Tender Estimate Value	:	Rs 25.66 Lakh
7.	Earnest Money Deposit (EMD)	:	Rs.25,000/-
8.	Website for e-submission of tender	:	https://tntenders.gov.in
9.	Cost of Tender Document	:	Tender documents can be downloaded at free of cost from the website https://tntenders.gov.in
10.	Date of Pre-Bid meeting	:	04.02.2025 Time: 12.30 PM
11.	Last date and time for submission of the Two part tender – both technical and commercial bids	:	14.02.2025 Time: 03.00 PM
	through online		
12.	Date and time of opening of Technical Bid Document.	:	17.02.2025 Time: 04.00 PM
13.	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.
14.	Place of Pre- Bid meeting & Technical Bid and commercial Bid opening	:	The Deputy General Manager (Engg) T.C.M.P.F. Ltd, Central Dairy Madhavaram milk colony, Chennai - 600 051.Industrial Estate, Ambattur, Chennai–600 098.

# **3.CHECK LIST:**

Kindly ensure compliance of the undermentioned documents attested by the notary public enclosed with part-I Technical bid only as per Tender terms & conditions mentioned in pre qualification in Serial No.6.(6.01 – 6.12)

1. Whether the Photostat copy of experience certificate for 1 year as on						
the date of opening of Technical bid on contract basis to any Govt.						
organization or Co- operative Dairy or any reputed organization for						
having Provided 10 Manpower enclosed?						
	ne EMD amount of Rs.25,000/- remitted (Rupes	es Twenty five	Yes / No			
	only) by means of Online payment.					
3. Whether the	ne tenderer should furnished the following certi-	ficates				
Post	Qualification	No of				
		persons	Yes / No			
Chemist	Minimum UG Degree B.SC (Chemistry/Biochemistry)	1	Yes / No			
Fitter	ITI	1				
Helpers	Minimum 8 <sup>th</sup> std Pass (Read & Write) Compulsory	3				
4. Whether the Photostat copy of bank account showing the balance amount of Rs.1.00 lakhs in his/her account for the past 1 year as on the date of the tender submissions is enclosed.						
5. Whether the photostat copy of documentary evidence for having provided not less than 10 Nos. of labourers in a single organization for one year on contract basis to any Govt. organization, Co-operative Dairy or any reputed organization as on the date of submitting the tender.						
6. Whether 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 10 persons.						
6. Whether the Photostat copies of the following notary public certified						
	aclosed? If so, the details:					
a) E.P.F regis	tration No					
b) PAN Acco	unt No		Yes/No			
c) GST Tax	registration No					

7. Whether the tenderer has either been black listed or charged for non -	Yes/No.
performance in honoring any of the contractual obligations either partly	
or fully in the past 3 years in the Federation/Union/Govt/ Private	
Institute	
8. Whether the price schedule of the Commercial Bid Part-II tender duly	Yes/No
filled up in figures and words?	
9. Whether all the pages in the Technical bid and Commercial bid have	Yes/No
been duly signed by the tenderer or by his authorized signatory?	

# **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 Central Dairy, Madhavaram, Chennai 600051 during the working hours on any working day before submitting this tender offer, so as to have firsthand knowledge about the work.
- 4.03. The tenderer is requested to submit the Original set through online 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-I pre-qualification cum technical bid consisting of page Nos. 1 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 etendering through the e-procurement website "https://tntenders.gov.in" for the tender for the contract for for providing 5 nos such as Chemist -1no, Fitter -1no, Helpers 3 Nos to work in Operation & Maintenance of the Entire Effluent Treatment plant (ETP) in A, B and C Shifts at Central Dairy for two years 2025-2027 from the date of execution of agreement by the tenderer and that the period of 24 months is extendable up to 6 months from the date of expiry of the contract at the same rate and same terms and conditions. The tenderer may download the tender forms through designated website <a href="https://tntenders.gov.in">https://tntenders.gov.in</a>
- 4.05. The tenderer is requested to kindly go through the check-list in Page No. 6 & 7 and to ensure compliance of the documents attested by the Notary Public.
- 4.06. The tenderer is specifically informed that all the pages in both Part A-Technical Bid and Part B- Commercial Bid should be signed at the bottom of each page without any omission by the tenderer / his authorized signatory with name and seal of the Firm as taken of acceptance of the tender.

- 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 websites 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 websites

# 5. PARTICULARS OF THE TENDERER

1	Registered name of the tenderer:	
2	Registered address of the tenderer:	
2	Registered address of the tenderer.	
3	Address for all communications	
4	e-mail ID	
-		
5	Mobile No.	
3	Woone no.	
	A 11 N	
6	Aadhar No.	
7	Name/Names of persons whom to	
	be contacted regarding this	
	tender with Telephone No. &	
	Mobile No.	
8	Is the tenderer a registered	
	contract Firm? If so the details	
	including registration & enclose	
	a copy of the registration	
	Certificate.	

# **6. PRE QUALIFICATION OF THE TENDERER**

The Part – A Pre-qualification cum technical bid contain the undermentioned aspects pertaining to the prospective tenderer about his suitability, capacity, financial status, 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 technical bid of the tender.

- 6.01. The tenderer should furnish an earnest money deposit amount of **Rs.25,000/-remitted (Rupees Twenty five Thousand only)** by Online payment only. No other form of remittance shall be accepted.
- 6.02. The tenderer should have a minimum of 1 year previous experience as on the date of opening of Part I Technical bid for the "contract for providing 5 nos such as Chemist -1no, Fitter -1no, Helpers 3 Nos to work in Operation & Maintenance of the Entire Effluent Treatment plant (ETP) in A, B and C Shifts at Central Dairy for two years 2025-2027 from the date of execution of agreement by the tenderer" for having provided 10 labourer on contract basis to any Govt. organization, Co-operative dairy or any reputed organization. The Federation reserves the right to inspect any organization where the tenderer provided labourers on contract basis. The copies of work order or any other authentic document to show that the tenderer has such experience should be enclosed as evidence.
- 6.03. The tenderer should furnish photostat copy of bank account showing the balance amount of Rs.1.00 lakes in his/her account for the past 1 year as on the date of the tender submissions is enclosed.
- 6.04. The tenderer should furnish Photostat copy of documentary evidence for having provided 10 No of laborer in a single organization for one year on contract basis to any Govt. organization, Co-operative organization or any private organization as on the date of submitting the tender.
- 6.05. 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 10 persons.
- 6.06. The tenderer should furnish Photostat copy of Employees Provident Fund registration certificates.

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

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

### 7. GENERAL TERMS AND CONDITIONS

TWO PART TENDER contract for providing 5 nos such as Chemist -1no, Fitter -1no, Helpers – 3 Nos to work in Operation & Maintenance of the Entire Effluent Treatment plant (ETP) in A, B and C Shifts at Central Dairy for two years 2025-2027 from the date of execution of agreement by the tenderer.

- 7.01. The tenderer should furnish an earnest money deposit amount of Rs.25,000/-remitted (Rupees Twenty Five Thousand only) by Online payment only. No other form of remittance shall be accepted.
- 7.02. The tenderer should have the balance amount of Rs.1.00 lakh on any date for the past one year either in his/her saving bank account or current bank account as on the date of tender submission.
- 7.03. The tenderer should have the capacity to provide 10 nos of ITI/Diploma/Chemist qualified persons.
- 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.

- 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 Technical bid.
- 7.18. The tenderer may submit a latest 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 tendererer alone is the sole employer and it is his responsibility to extract work from his employees conforming to the stipulations in this tender document. For any commission or omission on the part of his employees, the successful tenderer alone is liable and the later shall pay damages to the Federation for any damage / loss caused to the Federation by his employees.

- 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, TCMPF Ltd., Chennai reserves the right to split 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 upto 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 not more than 50 years of age to do this work. Employment of child labour is strictly prohibited under the law. Therefore the tenderer to not engage any child. If the tenderer engaged below 18 years persons, the contract will be terminated.
- 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 as per 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". 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.
- 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 bear all expenses regarding Uniform, Over coat , Apron with cap, ID card, face mask, compensation wages and allowances, PF, ESI, Bonus, Gratuity as applicable relating to personnel engaged by him and abide by the provision of various labour legislation including weekly off and working hours.
- 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 TCMPF 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 Central Dairy canteen at subsidized rates applicable to workers/staff of TCMPF 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.
- 7.49. The successful tenderer must deposit the salary in the individual workers' bank account the remittance details for the above must be submitted to TCMPF Ltd., along with the next month bill, violation of any of the above conditions will be seriously viewed and the successful tenderer will only be held responsible for any sort of action that will be taken by the Labour Welfare Department.
- 7.50. 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.
- 7.51. The successful tenderer should do the work directly and no sub contract is allowed.
- 7.52. The successful tenderer shall pay the wages to their workers on or before 10<sup>th</sup> of every succeeding month.
- 7.53. The successful tenderer shall also quote his rate of Service charges in addition to the wages paid to the workers.
- 7.54. The successful tenderer shall submit the workers name EPF number and proof of submission of EPF, ESI and GST 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.
- 7.55. The tenderer providing labourer should do the work assigned by DGM (Dg)/AGM (Engg) /AGM(DG)/AGM(QA) in any Central Dairy officer.
- 7.56. 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.
- 7.57. General discipline, respect to co-workers especially to women workers should be maintained
- 7.58. 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.
- 7.59. TCMPF Ltd reserves its rights to withhold bills if the tenderer fails to produce proof for having remitted the ESI/EPF & GST dues etc.. If the tenderer repeated the action above three times the contract will be terminated.

- 7.60. The tenderer should maintain all the records and documents under various labour laws applicable to contract labour/personnel and also Shops and Establishment act rules applicable to his / her establishment and make them available at Madhavaram Dairy TCMPF Ltd at all the times. Indicative list of such records for example 1) Register for workmen 2) Employment card (to be issued to works) 3) Muster roll 4) Register for wages ect..
- 7.61. The personnel deployed shall be healthy, active and nobody should have any communicable diseases.
- 7.62. The tenderer should arrange to maintain daily shift wise attendance record of the contract workers deployed by him showing the arrival and departure time. The attendance register and gate register to be check with the concerned shift Milk recorder and should be submitted to the Shift officer in respective shifts (To be acknowledged by the shift officer. The attendance record shall be produced for verification on demand DGM(Engg)/AGM(Engg)/Other officers by the TCMPF at any other point of time.
- 7.63. Replacement of workers to be intimated to TCMPF Ltd and full particulars of the replaced workers (Name, address etc.) details shall be furnished to the TCMPF Ltd.
- 7.64. The tenderer should ensure that his workman are granted holidays/ leave with wages as per applicable act/rules.
- 7.65. The management reserves the right to visit the previous work spot of the tenderer, before issuance of work order.

# **PAYMENT OF EARNEST MONEY DEPOSIT**

- 7.66. The tender shall be pay an Earnest Money Deposit for Rs.25,000/- (Rupees twenty five thousand only) The above said EMD shall be remitted online only before the closure date and time as specified
- 7.67. The tender either without EMD in 7.67 will be summarily rejected.
- 7.68. The EMD remitted by the tendered shall be forfeited if the tenderer:
  - a. withdraws his tender after submission of technical bid 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.

#### **SECURITY DEPOSIT**

- 7.69. 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 12 (Twelve) months, by means of Demand Draft drawn from any Nationalized / Scheduled Bank drawn in favour of The Deputy General Manager (Engg), TCMPF Ltd., Chennai-51 prior to the date of execution of the work.
- 7.70. No exemption will be given from payment of Security deposit under any circumstances as per TNTT Act and the same should be remitted by Demand Draft or Banker's cheque only. Bank guarantee or any other form of remittance will not be accepted.
- 7.71. 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.
- 7.72. 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.
- 7.73. 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.
- 7.74. No interest shall be paid on the earnest money deposit or security deposit.

### **AGREEMENT**

- 7.75. The successful tenderer should sign an agreement on a non judicial stamp paper to the value of Rs.100/- prior to the date of execution of work. Non execution of the agreement will lead to cancellation of work order and forfeiture of Earnest Money Deposit.
- 7.76. 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.

- 7.77. 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.
- 7.78. 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.
- 7.79. No increase in the rate will be allowed during the period of contract or on extension period under any circumstances.

#### **PAYMENT TERMS**

- 7.80. 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.
- 7.81. 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.
- 7.82. 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.
- 7.83. Applicable TDS will be deducted from the monthly bill of the successful tenderer and the same will be remitted to the Department.
- 7.84. It is the liability of the successful tenderer to pay GST Tax as per the rules in force.
- 7.85. The payment shall be made within 30 days from the date of receipt of the correct bill based on satisfactory performance of the work.

### VIOLATION OF CONTRACT

- 7.86. 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.
- 7.87. For violation of any of the Terms and conditions of the contract, the Federation reserves the right to terminate the contract.

- 7.88. In the event of termination of contract, the Security Deposit will be forfeited and the resultant loss shall be recovered from the successful tenderer.
- 7.89. If the contract is found to be blacklisted or terminated or any intimation from government saying disqualified in any other government department /Institutions in any other contract with the Federation/ District Union, the Federation reserves the right to terminate the contract.
- 7.90. 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**

7.91. 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.

# **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 TNTT Act 1998.
- 7.94. The tender should clearly indicate that the bid takes care of the Minimum wages and Statutory dues.
- 7.95. The tenderer should offer his rate per day per operator for 8 hours duty basis 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**

- 7.99-1. The offers of the tenderer with deviations on Technical/ Commercial bids of the tender will be rejected.
- 7.99-2. No alternate offer will be accepted.

# 8. SCOPE OF WORK

- 8.01. Operation and Maintenance of the entire Effluent Treatment Plant (ETP) plant should be done on all days for 3 shifts, by providing 1 Helper per shift, 1 Chemist cum Supervisor in General shift, 1 Fitter in General shift(Maintenance/Reliever), total 5 Persons per day.
- 8.02. Sample of raw and treated effluent should be taken daily to be tested; the test results should be recorded & submitted.
- 8.03. All the parameters of the treated effluent should be maintained within the limits stipulated by the Tamilnadu Pollution Control Board.
- 8.04. All the Lab and process Chemicals required for the operation of the plant will be under the scope of tenderer.
- 8.05. The P.H. Value of the treated outlet water must be between 6.5 to 8.5
- 8.06. The treated outlet water parameters such as B.O.D. must be less than 30 mg/l. and C.O.D. must be less than 250 mg/l. The Total suspended solids (TSS) must be less than 100 mg/l, Total Dissolved Solids (TDS) 2100 mg/l Chloride -1000 mg/l, sulfate 1000mg/l and the Oil and Grease must be less than 10 mg/l. If not maintained suitable penalty as decided by the Deputy General Manager (Engg.) will be imposed.

- 8.07. All the routine maintenance works to maintain the operation of the plant should be carried out by the tenderer.
- 8.08. The area around E.T.P. (as specified and defined by the Deputy General Manager (Engg.)) shall be maintained by the contractor and shall be furnished with greenery in order to have a pleasant look as well as to absorb the bad odour of effluent. For maintaining greenery area in and around ETP required items like Crow bar, PVC Hose, Sickle, Mud Tigger and required toolscomplete set should be purchased and used by the successful tenderer at his own cost.
- 8.09. The successful tenderer should remove the Scum/Silt/Sand/Oil & Grease from the Fat storage tanks, every three months once and no overflow/accumulation should be noticed.
- 8.10. The successful tenderer should remove the Scum, Oil & Grease from the Bar Screen, Sump, Holding tank and Buffer tank in every shift. If it is more, it should be cleared immediately. For its removal, required items like Buckets and Ropes, etc., should be purchased and used by the successful tenderer.
- 8.11. The Drying Bed Sludge, from the dried portion of the bed should be removed every month and disposed at the place specified by the unit. If it is needed, it should be filled with sand. The sand will be supplied by TCMPF Ltd.
- 8.12. The outlet collection tank and treated water sump must be cleaned manually, emptying every three months once. The side walls, algae and dirt should be removed thoroughly regularly, so that collection tank looks clean.
- 8.13. Both the equalization tanks should be cleaned twice in a year.
- 8.14. Algae formation on the walls of the aerators, in the clarifiers and in the 'V" notch should be cleaned as per cleaning schedule.
- 8.15. The entire quantity of raw effluent generated from this dairy should be treated properly as per the norms of Tamil Nadu Pollution Control Board failing which suitable penalty will be imposed.

- 8.16. The treated effluent water should be dispersed to the trees inside the dairy campus without any stagnation.
- 8.17. The final treated water should be very clear without the presence of Sludge particles.
- 8.18. The surrounding should be avoided with bad odor.
- 8.19. The raw effluent water should not be let out anywhere inside the dairy or outside of the dairy. If found, the successful tenderer alone is responsible for the discharge and all the legal obligations and statutory dues. Besides suitable penalty will be imposed and the amount will be recovered from the bill of the successful tenderer.
- 8.20. Regular back washing at Sand Filter (SF) and Activated Carbon Filter (ACF) in the treated water outlet should be carried out by the Tenderer.
- 8.21. The maintenance of motors, pumps, valves, Gear box and pipe lines are under the scope of Tenderer.
- 8.22. The leakage of water in the entire ETP Plant should be arrested immediately by providing necessary materials by the contractor.
- 8.23. The filters & Foot Valve in the Raw Effluent water tank, Treated water storage well in ETP section should be regularly cleaned by the Tenderer.
- 8.24. All testing equipments are under the scope of Tenderer.
- 8.25. The works should be carried out on all days throughout the year.
- 8.26. The successful tenderer should ensure that his workers abide the instructions and to carry out the works given by the DGM(Engg.) or AGM(Engg) or Manager (Engg) or Engineering in charge of Central Dairy from time to time/ then and there.
- 8.27. If any consumables required will be provided by TCMPF Ltd.

- 8.28. Tenderer should coordinate in the Process of obtaining Consent Renewal during the contract period, the necessary renewal fees will be paid by TCMPF Ltd., on receipt of Advice from TNPCB.
- 8.29. 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.
- 8.30. The TCMPF Ltd., shall have no control over the employees of the contractor. It is for the contractor to engage the employees of his choice and the TCMPF Ltd., is concerned only with the quality of the work.
- 8.31. The successful tenderer shall be responsible for the discipline of the persons engaged by him for the execution of the work in Central Dairy.
- 8.32. The successful tenderer should provide Uniform (or) Over coat or Apron with cap to his employees with the name or emblem of the Company, failing which it will be supplied by the unit and the cost will be recovered from the successful tenderer.
- 8.33. All the workers should be provided with the Identity card with colour photo; Name, date of birth, local and permanent address of his workers and the supervisor. Failing which, it will be supplied by the unit and the cost will be recovered from the successful tenderer.
- 8.34. The successful tenderer should remit EPF payable to the concerned Department as per rules in force in respect of his workers. In case of any short fall or default made by the contractor in statutory payment is noticed, the same will be recovered from the contractor's bill and remitted to the concerned Departments.

- 8.35. The successful tenderer alone shall be responsible for discharge of the entire legal obligation & under various labour legislation statutory dues in force for the persons engaged by him. In case, by chance the Central Dairy/TCMPF 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 Central Dairy/TCMPF.
- 8.36. The successful tenderer shall be responsible to the Central Dairy /TCMPF, for any loss or damage arising out of theft pilferage, larceny, mischief, looting etc., due to the involvement and or negligence of his workers and he shall make good any such loss or damage to the Central Dairy/TCMPF and such loss are liable for deduction from the bills, deposits etc., of the successful tenderer.
- 8.37. The successful tenderer shall indemnify and keep harmless the Central Dairy /TCMPF, 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.
- 8.38. It shall be incumbent upon the successful tenderer to register himself with the appropriate authorities under the contract labour (Regulation & Abolition) Act 1970.
- 8.39. 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.
- 8.40. 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 Central Dairy /TCMPF for any damage loss caused to the Central Dairy /TCMPF by his employees.

- 8.41. 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.
- 8.42. The employees so engaged by the successful tenderer under no circumstances could be considered for appointment in the Central Dairy/TCMPF Ltd on the ground that they gave worked as a contract labourer.
- 8.43. No labourer of the successful tenderer shall be supplied any eatables from the Dairy canteen at subsidized rates applicable to workers/staff of Federation.
- 8.44. The successful tenderer has to start and execute the work, from the present condition of the plant in as in where condition
- 8.45. The successful tenderer shall provide the following person in 3 shifts as detailed below.

Description	General	General /Releiver	'A' shift 6.00 am to 2.00 pm	"B" Shift 2.00 pm to 10.00 pm	"C" Shift 10.00 pm to 6.00 am
No. of Workers	0	0	1	1	1
Fitter	0	1	0	0	0
Operation Chemist	1	0	0	0	0
Total – (5)	1	1	1	1	1

Note: This is only indicative distribution for the price discovery purpose of the tender.

Sl. No.	Description	Education qualification		
1	Assistance (Worker)	Minimum - 8 <sup>th</sup> Pass		
1	Assistance (Worker)	(Read and Write Compulsory)		
2	Fitter	ITI – Fitter - Certificate		
2	Operation Chemist	Minimum - UG Degree		
		(Main Subject Chemistry)		

# 9. Penalty

While all contractual obligations will be strictly enforced, deduction will be made for poor service like.

- 9.01. 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 Rs.2000 per head will be recovered from the respective monthly bill.
- 9.02. Late arrival of employees for one hour Rs.500 per head and more than 2 hours Rs.1000/- per head will be imposed and recovered.
- 9.03. For late commencement of work Rs.3000/- will be imposed and recovered.
- 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. Penalty of Rs.1000/- 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.
- 9.06. 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.
- 9.07. If the successful tenderer defaults to execute agreement or to pay security deposit or to either in part or full. The firm shall be debarred from participating in any of the subsequent tender for a period of 3 years.
- 9.08. 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/- per head penalty will be imposed.
- 9.09. If the tenderer fails to produce proof for having remitted the GST dues TCMPF Ltd right to reserves to recover the GST amount for the respective month.

- 9.10. The Contractor should maintain the entire ETP and its premises neat, clean and hygienic. Failing which suitable penalty will be imposed and deducted from the bill of the successful tenderer (Rs.1000/- per occasion)
- 9.11. Any damage of Effluent Treatment Plant (ETP) equipment in any manner, a fine amount of 3 times of the actual cost of the item per occasion will be recovered.
- 9.12. Unsatisfactory work in up-keeping conditions as found out by Central Dairy/TCMPF Ltd, a fine of Rs.5000/- per occasion will be recovered.
- 9.13. If the tenderer fails to produce proof for having remitted the ESI/EPF dues etc.. Rs. 1000 per head will be imposed as a penalty along with non remittance of ESI /EPF for their no.of workers. If the occasion happen more than three times the contract will be terminated.
- 9.14. The tenderer has to tally the gate register along with Men management register on daily basis and to be get acknowledge from the shift officer in the respective shifts A,B & C. If tenderer fails to do the above said work penalty of amount Rs.500/- Per day.

# AAVIN THE TAMILNADU CO-OPERATIVE MILK PRODUCERS' FEDERATION LIMITED: CENTRAL DAIRY, MADHAVARAM, CHENNAI – 600051.

### Part - II

# **COMMERCIAL BID QUALIFICATION**

The Commercial offers of such of those tenderer who qualify themselves for being considered for the "Tender for providing 5 nos such as Chemist -1no, Fitter -1no, Helpers – 3 Nos to work in Operation & Maintenance of the Entire Effluent Treatment plant (ETP) in A, B and C Shifts at Central Dairy for two years 2025-2027 from the date of execution of agreement by the tenderer" by fulfilling the entire Terms and Conditions as laid in "Technical Bid" of this tender will be considered for opening the Commercial Bid.

# THE TAMILNADU CO-OPERATIVE MILK PRODUCERS' FEDERATION LIMITED: CENTRAL DAIRY, MADHAVARAM, CHENNAI – 600051. <u>COMMERCIAL BID</u>

Tender for providing 5 nos such as Chemist -1no, Fitter -1no, Helpers – 3 Nos to work in Operation & Maintenance of the Entire Effluent Treatment plant (ETP) in A, B and C Shifts at Central Dairy for two years 2025-2027.

SL. No	Description	No. of Person	Rate per person/ per day wages (District Collector approved minimum wages (In Rs.)	EPF 13% (Including of admin & EDLI-0.5% Admin charges) (In Rs.)	ESI - 3.25 % (In Rs.)	Service Charges (Per Day) 3.85% of minimum wages) (In Rs.)	GST @18 % (In Rs.)	Total rate Per person/ per day (In Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	Chemist	1	544.00	70.72	17.68			
2	ITI – Fitter	1	544.00	70.72	17.68			
3	Helpers (Rate shall be quoted per person per day)	3	451.00	58.63	14.66			
			Rat	e should be gu	oted in n	rice hid in an	line	

## 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 quoted is taking into consideration of the minimum wages and Statutory dues.
- C. After quoting the rate, if the tenderer goes back, the Earnest Money Deposit remitted by the tenderer shall be forfeited fully.
- D. 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.
- E. If any discrepancy is found between the prices quoted in words and in figures, the lower of the two shall be considered.
- F. The service charge (as per column No. 7) quoted not to be less than 3.85%. If it is less than 3.85% it will not be considered for award of contract.
- G. The rate quoted in the financial bid (BOQ- Excel online) shall remain constant during the period of contract or till extended period if any and no other additional charges on any account will be claimed. The above rate is inclusive of all.
- H. The price fixed for providing 5 nos of workers for 3 shifts to not be changed.