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**THE TAMILNADU CO-OPERATIVE MILK PRODUCERS’
FEDERATION LIMITED:
MADURAI ICE CREAM PLANT: MADURAI - 625 020.**

**PART – I
TECHNICAL –BID**

NAME OF WORK : **Preparatory works, filling, packing and stacking of Kulfi and Ice creams in cups(50/100/500/1000/4500ml) and cones and stacking them in hardening chamber and deep freezer rooms & Loading them in despatch vehicles and unloading of materials on per litre basis at Ice Cream Plant, Madurai-625020.**

TENDER PERIOD : **2024-2025**

TENDER VALIDITY : **12 MONTHS**

TENDER VALUE : **Rs.52.00 lakhs.**

TENDER DOCUMENT SUBMITTED BY

M/S.

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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: Works contract for Preparatory works, filling, packing and stacking of Kulfi, Ice creams in cups(50/100/500/1000/4500ml) and cones and stacking them in hardening chamber and deep freezer rooms & Loading them in despatch vehicles and unloading of materials on per litre basis at Ice Cream Plant, Madurai-625020 for 12(Twelve) 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 12 (Twelve) months and extendable upto 3 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 TENDERER

CHECK LIST:

Kindly ensure compliance of the under mentioned documents attested by the enclosed with part-I Technical bid only as per Tender terms & conditions mentioned in Pre-qualification in Serial No.4.(4.01 – 4.13)

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.52,000/- (Rs. Fifty two thousand only) by means of Online payment remitted?	Yes / No
3. Whether the Photostat copy of experience certificate as on the date of opening of Technical bid for having provided labourers on contract basis to any Govt. organization or Co- operative Dairy or any organization enclosed?	Yes / No
4. 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
5. Whether the photostat copy of documentary evidence for having provided not less than 20 Nos. of labourers in a single organization for one year on contract basis to any Govt. organization, Co-operative Dairy or any organization as on the date of submitting the tender?	Yes/No
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 20 persons?	Yes/No
6. Whether the Photostat copies of the following 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
7. 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.
8. Whether the price schedule of the Commercial Bid Part-II tender duly filled up in figures and words?	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.

SIGNATURE OF THE TENDERER

1. 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.

- 1.01. The tenderer is requested to read all the terms and conditions of the two-part tender carefully before start filling up.
- 1.02. The tenderer is requested to inspect the work site at Madurai Ice cream Plant during the working hours on any working day before submitting his/her tender offer, so as to have first-hand knowledge about the work.
- 1.03. The tenderer is requested to upload 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.
- 1.04. The Part-1 pre-qualification cum technical bid consisting of page Nos. 1 to 32 and the part-II Commercial bid consisting of page Nos. 33 to 34 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 Works contract for Preparatory works, filling, packing and stacking of Kulfi, Ice creams in cups(50/100/500/1000/4500ml) and cones and stacking them in hardening chamber and deep freezer rooms & Loading them in despatch vehicles and unloading of materials on per litre basis at Ice Cream Plant, Madurai-625020". The work is for 12 (Twelve) months (365 days) for the period from the date of execution of the agreement by the tenderer and that period of 12 months is extendable upto 3 months from the date of expiry of the contract at the same rate and the same terms and conditions. The tenderer may download the tender forms through designated websites <https://tntenders.gov.in> and <https://aavin.tn.gov.in>

SIGNATURE OF THE TENDERER

- 1.05. The tenderer is requested to kindly go through the check-list in Page No. 5 ensure compliance of the documents.
- 1.06. The tenderer is specifically informed that all the pages in both Part I-Technical Bid and Part II- 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 token of acceptance of the tender.
- 1.07. 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 of the tender offer.
- 1.08. 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.
- 1.09. 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.

SIGNATURE OF THE TENDERER

2. TENDER DETAILS

This Two part tender form contains the schedules as indicated.

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 Assistant General Manager, Madurai Ice cream Plant, Sivagangai Main Road, Sathamangalam, Madurai-625 020.
3.	Name of the work	:	Preparatory works, filling, packing and stacking of Kulfi, Ice creams in cups (50/100/500/ 1000/ 4500ml) and cones and stacking them in hardening chamber and deep freezer rooms & Loading them in despatch vehicles and unloading of materials on per litre basis at Ice Cream Plant, Madurai-625020
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:
6.	Tender Estimate Value	:	Rs. 52.00 Lakhs
7.	Earnest Money Deposit (EMD)	:	Rs.52,000/-
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 and https://aavin.tn.gov.in
10.	Date of Pre-Bid meeting	:	13.03.2024 Time : 11.30 AM
11.	Last date and time for submission of the two part tender – both technical and commercial bids through online	:	21.03.2024 Time : 03.00 PM
12.	Date and time of opening of part I Technical Bid Document.	:	22.03.2024 Time : 03.00 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 & Part I Technical Bid and Part II Financial Bid opening	:	The Joint Managing Director, Tamilnadu Co-operative Milk Producers' Federation Ltd., Plot No. 29 & 30, SIDCO Industrial Estate, Ambattur, Chennai – 600 098.

SIGNATURE OF TENDERER

3. PARTICULARS OF THE TENDERER

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

SIGNATURE OF THE TENDERER

4. 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 and enclose them along with the part-I technical bid of the tender.

- 4.01. 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)(The companies Act, The societies Act, The Cooperative societies act, The Partnership Act, The Proprietorship Act, UAM, UDYAM Registration, NSIC, etc.,)
- 4.02. The tenderer should furnish an earnest money deposit amount of Rs.52,000/- (Rupees fifty two thousand only) by Online payment only. No other form of remittance shall be accepted.
- 4.03. The tenderer should have previous experience as on the date of opening of Technical bid of having provided labour on contract basis to any Govt. organization, Co-operative dairy or any 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.
- 4.04. 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.
- 4.05. The tenderer should furnish Photostat copy of documentary evidence for having provided not less than 20 Nos. of labourers in a single organization for one year on contract basis to any Govt. organization, Co-operative dairy or any organization as on the date of submitting the tender.

SIGNATURE OF THE TENDERER

- 4.06. The tenderer should furnish the attested copy of the work order and attendance register or wage register or EPF challans or any other document containing a minimum manpower of 20 persons.
- 4.07. The tenderer should furnish Photostat copy of Employees Provident Fund registration certificates.
- 4.08. The tenderer should furnish Photostat copy of Employees State Insurance registration certificates.
- 4.09. The tenderer should furnish Photostat copy of Permanent Account No. card.
- 4.10. The tenderer should furnish Photostat copy of GST registration certificate.
- 4.11. 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.**
- 4.12. The tenderer should produce all the above mentioned documents in original for verification when called for.
- 4.13. 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.

SIGNATURE OF THE TENDERER

5. GENERAL TERMS AND CONDITIONS

- 5.01. The tenderer should have previous experience as on the date of opening of Technical bid of having provided labour on contract basis to any Govt. organization, Co-operative dairy or any 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.
- 5.02. The tenderer should furnish an earnest money deposit amount of Rs.52,000/- (Rupees fifty two thousand only) by Online payment only. No other form of remittance shall be accepted.
- 5.03. 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.
- 5.04. 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.
- 5.05. 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.
- 5.06. If the day of pre bid meeting or the tender opening day is declared as holiday, the meeting the tender shall be received and opened on the next working day at the same time and place.

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- 5.07. PART I Technical bid, specifies the pre qualification based on various factors such as 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.
- 5.08. 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.
- 5.09. 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.
- 5.10. 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.
- 5.11. The tenderer should hold the tender offer valid for acceptance for a period of 180 days from the date of opening of part I Technical Bid.
- 5.12. The Tender forms are not transferable or assignable.
- 5.13. **In the event of revision of minimum wages by the Government of Tamilnadu 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 minimum wages on implementation in the Federation and corresponding EPF, ESI and GST.**
- 5.14. 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.
- 5.15. No tenderer shall be allowed to withdraw the tenders after submitting the tender.
- 5.16. 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.
- 5.17. 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.

SIGNATURE OF THE TENDERER

- 5.18. In case the tenderer engaged workers from other states, it is the liability of the contractor to obtain necessary migration certificate and other required certificates from the authorities of the state concerned as per rules in force and a copy of it should be provided to this office. NOC from local police station shall be submitted for all workers employed in this work.
- 5.19. No revision of any tax will be entertained at any cost during the contract period and on extension period except the revision of minimum wages Tamilnadu Government on implementation in the Federation and Corresponding EPF,ESI and GST as in Tender clause 5.13.
- 5.20. The successful tenderer should ensure that his workers abide the instructions given by the officials or shift officers or Assistant General Manager of this from time to time.
- 5.21. The successful tenderer should provide a supervisor and the supervisor should arrange the manpower shift wise without delay/ late arrival of the workers.
- 5.22. The Tentative Requirement of manpower of various categories and the tentative number of candidates in each category details are given below:

Details of work	Manpower designation		Total
Ice cream & Kulfi Packing, Loading, Unloading & Assistance in production etc.,	Unskilled Labourers	Shift A (Timing 8.30AM to 5.00PM) (including one supervisor)	10
	Unskilled Labourers	Shift B (Timing 11.00AM to 7.30PM) (including one supervisor)	10

Note: The above deployment of worker may be changed depending upon the Plant activities.

SIGNATURE OF TENDERER

PAYMENT OF EARNEST MONEY DEPOSIT:

- 5.23. The tenderer shall pay an Earnest Money Deposit amount of Rs.52,000/- (Rupees fifty two thousand only) by Online payment only. No other form of remittance shall be accepted.
- 5.24. The Tender not accompanied with Earnest Money Deposit payment through online. The tender will be similarly rejected.
- 5.25. The Earnest Money Deposit remitted by the tenderer shall be forfeited in full and the offer will be summarily rejected in the following contingencies:-
- a. If the tenderer withdraws his offer or backs out before the expiry of the validity period or after acceptance of the tender.
 - b. If the tenderer revises any of the terms quoted during the validity period.
- 5.26. The successful tenderer 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 latter shall pay damages to the Federation for any damage / loss caused to the Federation by his employees.
- 5.27. There will be no employer- employee relationship between the employees of the successful tenderer and the Federation.
- 5.28. The successful tenderer alone is liable for implementation of all the Labour Laws applicable to his employees.
- 5.29. 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.
- 5.30. 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.
- 5.31. If the Federation has to incur any expenditure in that regard, the same shall be reimbursed by the successful tenderer.
- 5.32. 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.

SIGNATURE OF THE TENDERER

- 5.33. The employees of the successful tenderer cannot claim any benefits or amenities extended to Federation employees.
- 5.34. 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.
- 5.35. 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.
- 5.36. The successful tenderer, after the expiry of the contract period has to execute the work at the same rate, terms and conditions for a period upto 3 months from the date of expiry of the contract in case of delay in finalization of new tender.
- 5.37. The successful tenderer should not engage persons below 18 years and above 55 years of age to do this work. Aadhar card / other govt. record to be submitted for proof. The successful tenderer should supply all the manpower and the tenderer should supply male manpower as per requirement each shortfall of male manpower will be imposed with penalty of Rs.100/- per occasion / per head.
- 5.38. 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.
- 5.39. The Successful tenderer should furnish medical fitness certificates as per FSSAI 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.
- 5.40. a) Copy of Aadhaar Cards of workers should be submitted by successful tenderer.
b) Permission shall also be obtained from local police station to avoid engaging of workers with criminal track record.

SIGNATURE OF THE TENDERER

- 5.41. 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.
- 5.42. 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. If any financial loss incurred to the Federation due to his act of negligence/failure/lapses/withdrawn or any act causes the loss, the same will be recovered from the successful tenderer by legal means, apart from forfeiture of any amount due to the successful tenderer.
- 5.43. The successful tenderer should pay not less than the minimum wages prescribed by the Tamilnadu Government to his workers.
- 5.44. 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.
- 5.45. 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.
- 5.46. The successful tenderer shall be responsible for the discipline of the persons engaged by him for the execution of the work in this dairy.
- 5.47. The successful tenderer should provide Uniform, Cold storage room suit, 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.
- 5.48. 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.

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- 5.49. The successful tenderer should remit EPF and ESI amount payable to the concerned Department as per rules in force in respect of his workers.
- 5.50. 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.
- 5.51. 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.
- 5.52. It shall be incumbent upon the successful tenderer to register himself with the appropriate authorities under the contract labour (Regulation & Abolition) Act 1970.
- 5.53. 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
- 5.54. 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.
- 5.55. 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.
- 5.56. The successful tenderer shall pay the salary to the workers not less than the minimum wages declared by the Tamilnadu Government. The salary must be deposited in the individual workers' bank account only is preferable 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.

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- 5.57. 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. Double duty not entertained.
- 5.58. The successful tenderer should do the work directly and no sub contract is allowed.
- 5.59. The successful tenderer shall bear all expenses regarding uniforms, preparation of their ID Cards, compensation, wages and allowances such as PF, ESI etc.,
- 5.60. The successful tenderer shall pay the wages to the individual on or before 10th of every succeeding month.
- 5.61. The successful tenderer shall also quote his rate of profit (Service charges) in addition to the wages paid to the workers.
- 5.62. 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.
- 5.63. After evaluation the work shall be awarded normally to the contractor fulfilling all the condition and who has quoted the lowest aggregate rate. In case two or more contractor are found to have quoted the same rate, the contractor to be selected based on drawing lottery by the tender inviting authority of TCMPF Ltd.

SECURITY DEPOSIT

- 5.64. 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 Joint Managing Director, TCMPF Ltd., Chennai- 98 payable at Chennai within 10 days from the date of receipt 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.
- 5.65. 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.
- 5.66. 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.

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- 5.67.** 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.
- 5.68. 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.
- 5.69. No interest shall be paid on the earnest money deposit or security deposit.

AGREEMENT:

- 5.70.** 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.
- 5.71.** 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.
- 5.72.** 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.
- 5.73.** 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.
- 5.74. No revision of any tax will be entertained at any cost during the contract period and on extension period except the revision of Tamilnadu minimum wages Act on implementation in the Federation and corresponding EPF, ESI and GST.**

PAYMENT TERMS:

- 5.75. Performance of the work done by the successful tenderer will be evaluated daily. Based on the fulfillment of the contractual obligations for daily the monthly bill will be settled.
- 5.76. 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.
- 5.77. 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.

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- 5.78. Income tax will be deducted from the monthly bill of the successful tenderer and the same will be remitted to the Income Tax Department.
- 5.79. It is the liability of the successful tenderer to pay GST Tax as per the rules in force.
- 5.80.** The payment shall be made within 30 days from the date of receipt of the correct bill based on satisfactory performance of the work.
- 5.81. Any changes in statutory levies and taxes by state Government / Central Government shall be effected on the Basic price to the benefit of either the contractor (or) Federation as the case it may be.

VIOLATION OF CONTRACT

- 5.82.** Not with-standing anything contained in the tender schedule, no obligation is cost 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.
- 5.83.** For violation of any of the Terms and conditions of the contract, the Federation reserves the right to terminate the contract.
- 5.84.** In the event of termination of contract, the Security Deposit will be forfeited and the resultant loss shall be recovered from the successful tenderer.
- 5.85.** If the contractor is found to be blacklisted or terminated in any other contract, the Federation reserves the right to terminate the contract.
- 5.86. 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.

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LEGAL JURISDICTION:

- 5.87. 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.
- 5.88. 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.
- 5.89. In case of dispute, the relevant court in Chennai alone will have jurisdiction.

TENDER EVALUATION CRITERIA:

- 5.90. The tender offer should be unconditional and it should be for conforming to all the stipulations in the tender terms and conditions.
- 5.91. The tender will be evaluated as per TTTT Act 1998.
- 5.92. The tender should clearly indicate that the bid takes care of the Minimum wages and Statutory dues.
- 5.93. The tenderer should offer his rate as mentioned in the tabular column of the commercial bid.
- 5.94. No column should be left blank in the commercial bid. In such case the tender will not be considered for evaluation.
- 5.95. All inclusive end rates shall be considered for evaluation of lowest offer. The lowest service charges as per column 8 of Commercial bid will be considered for award of contract.

VALIDITY

- 5.96. 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.
- 5.97. 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:

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

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6.0 **SCOPE OF WORKS FOR ICE CREAM PRODUCTION INCLUDING LOADING & UNLOADING**

6.01 The Ice cream production including loading & unloading work should be done on all days (365 days) including Sundays and holidays throughout the year by deploying not less than workers specified daily in general shift (8.30 AM to 5 PM) or any other time specified by Shift-in-Charge.

6.02 The work includes Preparatory works, filling, packing and stacking of Kulfi, Ice creams in cups(50/100/500/1000/4500ml) and cones and stacking them in hardening chamber and deep freezer rooms & Loading them in despatch vehicles and unloading of materials on per litre basis at Ice Cream Plant, Madurai-625020. The tenderer shall ensure that the workers shall also execute the other duties assigned by the plant officials.

6.03 The tenderer shall pack minimum 45000 Litres/month of Ice-cream including Kulfi and Premium ice-cream by engaging 20 No's of persons/day to produce 1500 Litres/day. In case of increase in production beyond 1500 Litres/day, for every 500 litres 2 employees shall be deployed. Daily Production schedule/plan shall be got from Manager(Dairying)/Shift in Charge before 24 hours.

6.04 Machinery, Utensils and other production materials shall be thoroughly cleaned before & after the commencement and closure of Ice cream production. Production Floor and walls shall be maintained cleanly and hygenically at all times.

6.05 Apart from the Ice cream production related works, the tenderer shall ensure other works assigned by the plant officials are to be executed without fail. No separate consideration will be paid for this works.

6.06 The Tender Inviting Authority reserves the right to increase or decrease the minimum number of employees.

6.07 Any Disputes between the Contractor and their employees shall be resolved by the tenderer. TCMPF Limited will not interfere/mediate regarding any disputes between them.

6.08 In case of deployment of female workers in night shifts, proper and secured transportation facilities shall be made to drop and pick up from their location them by the tenderer.

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6.09 Adequate man power shall be provided by the tenderer on festival days by the Tenderer. No Separate consideration will be for the same. In case of failure, the loss incurred by TCMPF Limited will be deducted from claim bill of the tenderer.

6.10 The employees shall wear Hand gloves, masks, Caps and other hygienic wears provided by the plant officials during their stay in plant premises. They shall also wear proper & clean clothes.

6.11 The contract employees shall identify any damaged ice cream tubs during loading & unloading and it shall be informed to the plant officials immediately.

6.12 In case of damages made to ice cream products at the time of loading & unloading, the tenderer shall be responsible for the same and the cost will be deducted on MRP basis from his/her claim bill.

6.13 Adequate man power shall be employed by the tenderer based on the Indent for Ice cream products received by the plant officials.

6.14 If the claim bills value of the tenderer is not sufficient to recover any loss caused by the tenderer and other penalties, the same shall be adjusted against the Security deposit of the tenderer.

6.15 Raw materials, Packing materials and other production materials required for the production shall be brought to the production floor by the tenderer. In case of any wastage or shortage of these materials, the loss value will be recovered from the claim bills of the tenderer subject to penalty clause.

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7.0 PENALTY

The following penalties will be imposed for the Ice cream Production including loading & unloading and maintenance of housekeeping work contract on the successful tenderer for the following lapses;

Clause No	Description	Penalty amount
7.01	The contract workers should be present at the work spots during working hours. Failing which, will be recovered from the bill of the successful tender as penalty, for each shortfall of man days.	Double the minimum wages
7.02	Penalty will be imposed towards the poor performance of the work	Rs.1000/-
7.03	Use of panparag, smoking, betel chewing, spitting, littering or any other kind of intoxicants by the workers inside the Dairy is prohibited. If any above found on the lawns or inside the Dairy, any littering penalty will be imposed and the amount will be deducted from the bill of the successful tenderer	Rs. 500/- per occasion.
7.04	The Contractor should maintain the entire Plant and its premises neat, clean and hygienic. Failing which suitable penalty will be imposed and deducted from the bill of the successful tenderer.	Rs.500/- per occasion.
7.05	The tokens issued (ID Card) to workers of the successful tenderer before commencement of work should be returned to the Security personnel at the gate after completion of the work. For non return of tokens or loss of tokens, will be deducted from the bill of the successful tenderer	Rs.100/- per token
7.06	Workers are not permitted to take lunch other than the specified places. Penalty will be levied and recovered. However the workers can use to the canteen place for taking lunch.	Rs.100 per occasion
7.07	Any damage of the cleaning in plant premises in any manner, a fine will be recovered.	Rs.500/- per occasion
7.08	Unsatisfactory work in cleaning are found out, the dairy officers will impose fine.	Rs.500/- per occasion
7.09	In case the contractor failed to supply required manpower in any particular day as mentioned in the scope of work the wages to be recovered from the current month claim bill.	Double the minimum wages
7.10	Any damage of the work of tubs in plant premises in any manner, a fine will be recovered.	Actual Cost

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7.11	For delayed dispatch of vehicles due to the fault of the successful tenderer in the work of unloading	Rs.500/- per occasion
7.12	Wastage or shortage of raw materials, packing materials and other production materials; the loss value will be recovered from the claim bills of the tenderer subject to penalty clause.	Actual cost.
7.13	Lapses in personal hygiene of workers (not wearing caps, masks etc.,)	Rs.50/- per person per day

7.14 If the successful tenderer defaults to execute agreement or to pay security deposit or to either in part or full shall be debarred from participating in the subsequent any tender for a period of 3 years.

7.15 Get the cleaning concurrence from the quality control authorities.

7.16 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.

7.17 Penalty at 5 times of the MRP cost will be recovered from the bill of the successful tenderer if any variety of ice cream cups/ice cream candies/ice cream cone 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.

SIGNATURE OF THE TENDERER

8. 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 "Works Contract for Preparatory works, filling, packing and stacking of kulfi, ice creams in cups (50/100/500/1000/4500 ml) and cones and stacking them in hardening chamber and deep freezer rooms & Loading them in despatch vehicles and unloading of materials on per litre basis Ice cream plant at Madurai - 625020 for 12 months during the year 2024-2025" 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 ten 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 ten 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 ten 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 :
.....
.....

9.PROFILE OF THE BIDDING ORGANISATION

The tenderer shall furnish the following details without fail:

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

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

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

Signature of the tenderer with office seal

Place:

Date:

10 . 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 Preparatory works, filling, packing and stacking of kulfi, ice creams in cups (50/100/500/1000/4500 ml) and cones and stacking them in hardening chamber and deep freezer rooms & Loading them in despatch vehicles and unloading of materials on per litre basis Ice cream plant at Madurai -625020 for 12 months during the year 2024-2025 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:
MADURAI ICE CREAM PLANT
MADURAI - 625 020****PART – II****COMMERCIAL BID QUALIFICATION**

The Commercial offers of such of those tenderer who qualify themselves for being considered for the tender for the Works Contract for Preparatory works, filling, packing and stacking of kulfi, ice creams in cups (50/100/500/1000/4500 ml) and cones and stacking them in hardening chamber and deep freezer rooms & Loading them in despatch vehicles and unloading of materials on per litre basis Ice cream plant at Madurai -625020 for 12 months (Twelve months) period from the date of execution of agreement by the tenderer by fulfilling the entire Terms and Conditions as laid in Part I "Technical Bid" of this tender will be considered for opening the Commercial Bid.

SIGNATURE OF THE TENDERER

**THE TAMILNADU CO-OPERATIVE MILK PRODUCERS FEDERATION LIMITED
MADURAI ICE CREAM PLANT: MADURAI 625 020.**

PART-II COMMERCIAL BID

Works Contract for Preparatory works, filling, packing and stacking of kulfi, ice creams in cups (50/100/500/1000/4500 ml) and cones and stacking them in hardening chamber and deep freezer rooms & Loading them in despatch vehicles and unloading of materials on per litre basis Ice cream plant at Madurai -625020 for 12 months during the year 2024-2025

S. No	Description	Rate per Litre of Ice cream in INR(should be entered by the bidder) inclusive of Manpower cost, Statutory dues, GST, Incidental charges, etc., (Rs.)
(1)	(2)	(3)
1	For Ice cream Packing, Loading, Unloading & Assistance in Production etc.,	
	Total	
	Rate should be quoted in price bid in online	
	Total in words per Litre of Ice cream	

NOTE:

- A. The amount should be quoted in Rupees only in column No.3
- B. The successful tenderer should pay not less than the minimum wages prescribed by the Tamilnadu Government to his workers and take care of other statutory dues.
- C. 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.
- D. If any discrepancy is found between the prices quoted in words and in figures, the lower of the two shall be considered.
- E. The rate quoted is taking into consideration of the Minimum wages Act and Statutory dues
- F. After quoting the rate, if the tenderer goes back, the Earnest Money Deposit remitted by the Tenderer shall be forfeited fully.
- G. The lowest service charge (as per column No. 3) will be considered for award of contract.
- H. Rate worked out cost sheet should be submitted during the online opening of commercial bids.

SIGNATURE OF THE TENDERER