

Tamilnadu Co-operative Milk Producers Federation Ltd.,
Product Dairy:Ambattur:Chennai-98



(E-Tender through e-Procurement Portal at <https://tntenders.gov.in>)
E-Tender Document for

CONTRACT WORK FOR PROVIDING 35 NOS OF UNSKILED WORKER PER DAY TO CARRY OUT HE LOADING UNLOADING, STACKING OF INGREDIANTS, MILKPRODUCTS, SORE MATERIALS ETC, AND PREPARATION OF MIX FOR PRODUCT PREPARATION,ASSISTING IN PRODUCTION RELATED ACTIVITIES AT VARIOUS SECTIONS IN PRODUCTS DAIRY, AMBATTUR FOR THE PERIOD OF ONE YEAR FROM THE DATE OF COMMENCEMENT .

1. Tender Reference No: 250 /DGM(DG)/PD/X3/2024

THE DEPUTY GENERAL MANAGER,
TAMILNADU CO-OPERATIVE MILK PRODUCERS FEDERATION LTD,
PRODUCTS DAIRY,NO.: PART29 & PART30, INDUSTRIAL ESTATE,
AMBATTUR,CHENNAI -600 098,
Landline: 044-23464528 – 533.
E-Mail:productdairy@gmail.com
Website for online bid submission <https://tntenders.gov.in>

TENDER INFORMATION

1. Name and address of the Unit	The Deputy General Manager, TCMPF Ltd., Product Dairy, No.: Part29 & Part30, Industrial Estate, Ambattur, Chennai - 900098, Phone:044 - 23464528 - 533. E-Mail:productdairy@gmail.com
2. Place of Work	Product Dairy, Chennai - 98
3. Name of the Item/Work	contract work for providing 35 nos of unskilled worker per day to carry out the loading unloading, stacking of ingredients, milk products, store materials etc, and preparation of mix for product preparation, assisting in production related activities at various sections in products dairy
4. Method of Tender	e-Tender System (Online Technical Bid and Commercial Bid) through e-Procurement Portal https://tntenders.gov.in
5. Tender Reference Number	250 /DGM(DG)/PD/X3/2024
6. Tender Estimated Value	Rs.73.39 Lakh
7. Earnest Money Deposit(EMD)	Rs.73,000/- Rupees Seventy three Thousand only
8. URL for online bid submission for e-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. Tender Document Availability on the Portal	From: 07.03.2025 to 20.03.2025. 3.00 PM
11. Date of Pre-Bid meeting	Date: 12.03.2025 Time:11.00 AM
12. Date of Closing of e-Submission of Technical Bid and Commercial Bid.	Date: 20.03.2025 Time: 3.00 PM
13. Date and time of opening of Part Technical Bid of e-Tender	Date: 21.03.2025 Time 11.00 AM

14.Date and time of opening of Part-II Commercial Bid	The date of opening of Commercial Bid will be informed to the eligible tenderers through Online Portal and registered e-mail.
15.Place of Pre-Bid meeting & Part I Technical Bid and Part-II Commercial Bid opening.	The Deputy General Manager, TCMPF Ltd., Product Dairy, No.: Part29 & Part30, Industrial Estate, Ambattur, Chennai – 900098.
16. Special Instructions to the Tenderers/ Tenderers for the e-submission of the bids online through this e-Procurement Portal. The link for which is	<u>https://tntenders.gov.in/nicgep/app?page=HelpForTenderers&service=page</u>
17. Tenderers Manual Kit. The link for which is	<u>https://tntenders.gov.in/nicgep/app?page=TenderersManualKit&service=page</u>

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ACRONYMS USED IN THE TENDER DOCUMENT

TCMPF Ltd	TAMILNADU COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED
MSME	MICRO, SMALL, MEDIUM & ENTERPRISES
NSIC	NATIONAL SCALE INDUSTRIES CERTIFICATE
FSSAI	FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA
DD	DEMAND DRAFT
EMD	EARNEST MONEY DEPOSIT
SD	SECURITY DEPOSIT
LD	LIQUIDATED DAMAGES
LOA	LETTER OF ACCEPTANCE
GST	GOODS AND SERVICE TAX
EPF	EMPLOYEES PROVIDENT FUND
ESI	EMPLOYEES STATE INSURANCE

1 PREAMBLE OF E-TENDER:-

- 1.1. The Deputy General Manager, TCMPF Limited, Product Dairy, Chennai invites Bids only by way of E- Submission from eligible tenderers for the **contract work for providing 35 Nos of unskilled worker per day to carry out the Loading, unloading, Stacking of ingredients, milk products, store materials etc., and preparation of mix for product preparation, assisting in production related activities at various sections in Products dairy complex, ambattur, chennai-98** for one year.

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

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

2 INSTRUCTION TO BIDDERS:-

2.1 The tenders are in Two Part System (a) Technical Bid without Financial Bid and (b) Financial Bid. All the Bidders are requested to examine the instructions, terms & conditions and specifications laid down in the Tender. Failure to furnish all required information in every aspect will be at their risk and may result in the rejection of their bid.

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

3 MODE OF SUBMISSION:

3.1).All the documents are to be uploaded in the Online Portal only. Website <https://tntenders.gov.in>.

3.1.1). Part A – Technical Bid

3.1.2). Part B – Financial Bid

4 LANGUAGE OF THE E-TENDER:-

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

5 PRE QUALIFICATION CRITERIA – TECHNICAL BID(PART-I):-

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

Pre-Qualification Criteria	Proof to be submitted for fulfilling the Pre - Qualification Criteria
5.1 Payment of EMD	The tenderer shall furnish evidence for e-payment of prescribed EMD.
5.2. PAN	Copy of the PAN Card
5.3. GST	Photostat copy of GST registration
5.4. EPF and ESI registration certificates	Copy of the EPF and ESI registration as proof for engaging labour on contract.
5.5. Copy of the registration certification of the firm	Copy of registration certificate
5.6. Proof for experience	Work order for having one year experience, for provided not less than 40 persons in any Govt. organization or Co-operative Institutions or any reputed organization along with performance certificate within a period of five years.
5.7 Financial Turn Over	Documentary evidence for average annual sales turn-over for the last three financial years (2021-22, 2022-23 and 2023-2024).The Average Turn Over Should be Minimum 30% of the Tender Value
5.8 EPF or ESI remittance challan for minimum manpower of 40 persons	The tenderer shall furnish the Photostat copy of Employees Provident Fund challan or Employees State Insurance challan containing a minimum manpower of 40 persons.
5.9 Annexure I to VI (Pg.No:36 to 42)	1. Profile of the Bidding Organization –Annexure–I 2. Financial Capability – Annexure – II 3. Declaration Form – Annexure – III 4. Certificate of Conformity – Annexure – IV 5. Bidder’s Experience Details – Annexure – V 6. Details of Abandonment of work litigation/ Debarring done – Annexure - VI

6 GENERAL TERMS AND CONDITIONS :

I The TWO PART TENDER contract work for **providing 35 Nos of unskilled worker per day to carry our the Loading, unloading, Stacking of ingredients, milk products, store materials etc., and preparation of mix for product preparation, assisting in production related activities at various sections in Products dairy complex, ambattur, chennai-98** for one year (12 months) consist of:

i) PART-I TECHNICAL BID, wherein, the pre-qualification, based on various factors Such as (1) Having minimum one year experience as on the date of submitting the tender for having provided 40 labourers on contract basis to any Govt. organization or Co-operative Institutions or any reputed organization along with performance certificate. (2) Financial turn over for the last three financial year (2021-2022, 2022-2023 and 2023-2024) 3) PAN, E.P.F, E.S.I. & G.S.T Registration Certificates and EPF or ESI remittance challan for not less than 40 labourers, (4) Remittance of **Rs 73,000/-** as EMD amount will be evaluated, considered and decided prior to opening and consideration of commercial Bid under PART-II of the tender Terms and conditions pertaining to the nature of work, which is enclosed with this Tender should be followed.

ii) The above finally selected tenderer shall execute an agreement on Non-Judicial Stamp Paper for the value of Rs.100/- due and faithful performance of the contract at the tendered rates which shall be valid for 12 months from the date of issue of Order/execution of agreement.

iii) The tender should provide uniform, ID card and must wear head cap with mouth piece. Incase default occurs penalty will be imposed.

iv)The Successful tenderer should furnish medical fitness certificates from FSSAI format within 30 days from the date of taking over the job in respect of all his workers that they are not affected with any communicable diseases. Failing which the Federation will arrange for the medical checkup and certificates and the cost of expenditure incurred in such medical checkup will be recovered from the successful tenderer.

v) The Successful tenderer should compulsorily maintain a wage register showing that the collector wages are paid. The wage register should be produced as and when demanded for verification

6.01 Shift timings:

'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

'G' Shift = 10.00 am to 6.00 pm

- 6.02 The employees of the successful tenderer should wash their hands clean before taking up the work.
- 6.03 The successful tenderer should ensure that the cold rooms are kept in neat and clean condition after completion of each shift.
- 6.04 The successful tenderer should provide two supervisor who should supervise all the work allotted to them and co-ordinate with Deputy Manager (Dairying) / Milk Recorder / Shift Officer.
- 6.05 The successful tenderer shall suitably direct his/her employees to rectify any defects pointed out by the Shift Officer/ Deputy Manager (Dairying) and they shall not leave the place of work allotted to them to any other place without the specific permission of Shift Officer.
- 6.06 The work should be carried out on all days of the year, including on bundh days, hartal days and even on natural calamity days unless and otherwise it is declared, not necessary by the Federation.
- 6.07 The successful tenderer should ensure that their workers abide by the instructions of the Deputy General Manager (Dairying) /the Shift Officers, of this dairy given to them from time to time.
- 6.08 The successful tenderer shall comply with the requirements or directions of statutory authorities like Inspector of Factories, Employees State Insurance etc., pertaining to the contract work.
- 6.09 The successful tenderer should compulsorily maintain a Wage register showing the wages paid to his/her workers. The register should be produced along with the bill.
- 6.10 The Successful tenderer shall be responsible for the discipline of the persons engaged by him/her for the execution of the works.
- 6.11 General discipline, respect to co-workers especially to women workers should be maintained.
- 6.12 All the workers should wear apron, head cap to cover their hair in the head fully, hand gloves, mask and identity cards while on duty. The above items should be provided to them by the successful tenderer within one month from the date of execution of contract. In the event of failure to do this, the Federation will supply the same and double the cost will be recovered from the successful tenderer.

- 6.13 The successful tenderer shall provide,
- (i) Identity cards with name, colour photo of his/her workers, date of birth, temporary and permanent address of all his/her contract workers.
 - (ii) Copy of Aadhaar card should be submitted.
 - (iii) The above said documents should be submitted within one month after taken up by the successful tenderer.
- 6.14 Wearing of bangles, jewels & flowers by women workers is prohibited.
- 6.15 No labourer of the successful tenderer shall be supplied any eatables from the dairy canteen at subsidized rates applicable to workers/staff of The TCMPF Ltd.
- 6.16 Usage of panparag or similar items, by the workers inside the dairy premises is prohibited. If found Rs.1000/-penalty will be imposed for every person.
- 6.17 Smoking, spitting, littering or any other kind of intoxicants by the workers inside the dairy premises is prohibited.
- 6.18 Use of mobile phones by the contract labourers except supervisor is prohibited at the working place. The Federation reserves the right to take suitable action in case of violation.
- 6.19 All the contract labourers should entered attendance through Bio metric while on entry and leaving from the Dairy. The late arrival/early leaving of contract labourers penalty will be imposed. If any late attendance found management reserves to take final decision.
- 6.20 The successful tenderer shall be responsible for the discharge of all legal obligations under various applicable labour legislation in force.
- 6.21 The successful tenderer should do the work directly and no sub contract is allowed.
- 6.22 The successful tenderer shall bear all expenses regarding uniforms, preparation of their ID Cards, compensation, wages and allowances such as EPF, ESI etc.,
- 6.23 The successful tenderer shall pay the wages to the individual on or before 12th of every succeeding month.

- 6.24 The successful tenderer shall submit the workers 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.
- 6.25 The successful tender should not engage person below 18 years and above 50years of age to this work.
- 6.26 The tenderer should have minimum manpower strength of 40 persons.
- 6.27 The management reserves the right to visit the previous work spot to the tenderer, before issuance of work order.
- 6.28 The tenderer should have Employees Provident Fund & Employees State Insurance registration certificates.
- 6.29 The tenderer should have Employees Provident Fund & Employees State Insurance registration certificates.
- 6.30 As per the tender clause No.7 the manpower mentioned in the schedule are to be vary in 25% (+) or (-) depending upon the crisis situation and dairy activities.
- 6.31 If service charges is quoted by the tender is less than 3.85% the tenderer will be automatically rejected
- 6.32 The tenderer should have Permanent Account
- 6.33 The tenderer should have GST Registration certificate.
- 6.34 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.
- 6.35 If the pre bid day is declared as holiday, the pre bid meeting shall be held on the next working day at the same time and place.
- 6.37. If the tender opening day is declared as holiday, the tenders shall be received and opened immediately on the next working day at the same time and place.
- 6.38.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 part II commercial bids of the tenderers.
- 6.39.The tenderder(s) 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.

- 6.40. 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 the Tender Inviting Authority.
- 6.41. The date of opening of commercial bid will be intimated separately to tenderers 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.
- 6.42. The Tender forms are not transferable or assignable.
- 6.43. The successful tenderer should ensure that his workers abide the instructions given by the officials or shift officers or DGM(Dg) of this from time to time.
- 6.44. The successful tenderer shall be responsible for the discharge of all legal obligations under various labour legislation in force.
- 6.45. **In the event of revision of Daily Wages by the District collector during the period of 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.**
- 6.46. The variation in the service tax/GST/or any other tax 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.
- 6.47. The signatory of the tenderer should indicate his/her status in which he/she has signed and should submit necessary legally admissible documentary proof in respect of such authority assigned to him/her by the firm.
- 6.48. A 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.
- 6.49. No tenderer shall be allowed to withdraw the tenders after submitting the tender.
- 6.50. In case the tenderer engaged workers from other states, it is the liability of the contractor to obtain necessary migration certificate from the authorities of the state concerned as per rules in force and a copy of it should be provided to this office.
- 6.51. The management reserves the right to terminate the contract at any point of time with 15 days notice (Prior intimation without assigning any reason thereof.)
- 6.52. Engaging of new employee should be avoided by the Successful tenderer. In case new employee engaged, one week training to be given by the successful tenderer without deficit of total manpower mentioned in the tender. The number of trainees will not accounted in the 35 manpower.

- 6.53. Supervisor should report the shift officer starting and end of each shift. Supervisor should not leave his/her shift without reliever to the next shift.
- 6.54. Supervisor should know the languages using by their contract labourers for effective communications.
- 6.55. The tenderer shall pay an **Earnest Money Deposit** amount of Rs.73,000/- (Rupees seventy three thousand only) by means of online payment only. No other form of remittance shall be accepted and **EMD is compulsory. (No Exemption for EMD)**
- 6.56. The EMD remitted by the tenderer shall be forfeited if the tenderer,
 a) withdraws his tender after submission but before opening of the tender,
 or
 b) Following the opening of tender, withdraws its tender before expiration of the period of effectiveness of the tender;
 or
 c) Fails to furnish the required Performance Security at the stage, the tenderer is required to do so as per the tender documents.
- 6.57. The successful tenderer alone is the sole employer and it is his/her responsibility to extract work from his/her employees conforming to the stipulations in this tender document. For any commission or omission on the part of his/her employees, the successful tenderer alone is liable and shall pay damages to the Federation for any damage / loss caused to the Federation by his/her employees.
- 6.58. There will be no employer- employee relationship between the employees of the successful tenderer and the Federation.
- 6.59. 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.
- 6.60. 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.
- 6.61. The successful tenderer alone is liable for implementation of all the Labour Laws applicable to his/her employees.
- 6.62. 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.
- 6.63. 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. If the Federation has to incur any expenditure in that regard, the same shall be reimbursed by the successful tenderer.

- 6.64. 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.
- 6.65. The successful tenderer shall pay the salary to the workers not less than the minimum wages declared by the District Collector. 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.
- 6.66. 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.
- 6.67. 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.
- 6.68. 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.
- 6.69. The Managing Director, TCMPF Ltd., reserves the right to reject the tender offer without assigning any reasons thereof.
- 6.70. The successful tenderer, after the expiry of the contract period has to execute the work at the same rate, terms and conditions for a period up to 3 months from the date of expiry of the contract in case of delay in finalization of new tender. The contract will be permanently terminated if the tenderer is not accepted for their extension period.
- 6.71. 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.
- 6.72. 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/her 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/her bills/deposits etc.
- 6.73. 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.

- 6.74. 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/her workers that they are not affected with any communicable diseases. Such requirement is necessary since they are handling the milk daily. 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.
- 6.75. The employees of the successful tenderer cannot claim any benefits or amenities extended to Federation employees.
- 6.76. The Successful tenderer should execute the work as per requirement in the tender documents. If any serious 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 recovering damages for the loss caused to the Federation by such lapses.
- 6.77. If the contract is prematurely terminated on the part of the successful 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.
- 6.78. The successful tenderer shall be responsible for the discharge of all legal obligations under various labour legislation in force.
- 6.79. The successful tenderer should not engage persons below 18 years and above 50 years of age to do this work. If the successful tenderer engaged the persons below 18 years, the contract will be terminated.
- 6.80. It is the liability of the successful tenderer to pay statutory dues such as GST, EPF, ESI, etc., as per the rules in force. If any non-payment of statutory dues found in the previous work done by the successful tenderer, the contract will be terminated.
- 6.81. The reputation of the federation should not be tarnished.
- 6.82. The Successful tenderer shall ensure adherence to all laws, Especially including contract Labour (Regulations & Abolition) Act 1970, Payment of wages Act 1936, Workmen Compensation Act 1923, Minimum Wages Act 1948, ESI Act 1948 and Provident Fund Act 1952 as amended from time to time.
- 6.83. The successful tenderer should do the work directly and no sub contract is allowed.

- 6.84. The successful tenderer shall bear all expenses regarding uniforms, preparation of their ID Cards, compensation, wages and allowances such as PF, ESI etc.,
- 6.85. The successful tenderer shall pay the wages to the individual on or before 12th of every succeeding month.
- 6.86. 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 of the previous month. 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.
- 6.87. 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.

7 SCOPE OF WORK

The deployment of manpower of unskilled workers and Supervisor per day during flush and lean season to carry out the loading , unloading , stacking of ingredients, milk products , store materials etc., and preparation of mix for product preparation , assisting in production related activities at various sections in Products Dairy is given as follows.

S.No.	Name of the Section	Manpower required per day during flush season Mar-Jul (153 days)	Manpower required per day during lean season Aug-Feb (212 days)	Preferred Gender of Worker
1	Milk Processing, Separation & Cleaning of Separator	6	4	Male (or) Female
2	Processing cum Filling	6	4	Male (or) Female
3	Mix Preparation & Sachet stacking	2	2	Male only
4	Loading of fermented items	12	8	Male only
5	Dairy Store	4	4	Male only
6	Ice Cream Cold Room Store duty	2	2	Male only
7	Office Assistant for DGM	1	1	Male (or) Female
8	Helper to Engineering Section	1	1	Male only
9	Supervisor	1	1	Male only
		35	27	

- If any additional manpower required due to special order , introduction of new products or any other reasons the successful contractor has to provide up to additional 25% of the manpower deployment given in this tender at the same price specified in this tender.

Scope of work for unskilled workers

I. Milk Processing, Separation, Mix Preparation

- Helping in preparation of plain ice mix , premium ice mix and premium curd.
- Filling of creams in Can.
- Transferring of cans filled with cream from processing section to ice mix section.
- Manual cleaning of Separator.
- Any other works assigned by shift officer.

II. Processing Cum Filling

0. Assisting in the Standardization process.
1. Collecting the SMP and Butter from Ambattur Dairy required for Standardization process.
2. Filling of SMP in hopper during standardization process.
3. Manual Cleaning of Hopper after standardization process completion.
4. Manual Cleaning of Silos (3 Nos.)
5. Manual Cleaning of Fermented storage tanks (6 Nos.) after production.
6. Checking of Silo level and helping standardization process accordingly.
7. Other works assigned by Shift officer.

III. Dairy Store

In our Products Dairy, we are having around 350 to 400 varieties of items like ingredients and packing materials. To manage the stock in Dairy store the following work has to be carried out on daily basis.

- Receiving the goods received from suppliers. The goods are nominal to heavy weight, the man power allocated to store shall receive the goods and kept in the place allocated.
- Segregation of items in stores.
- Issuing of Ingredients, Packing material and other consumables based on the indent.
- Maintenance of Bin card.
- Checking of stock.
- Arriving the daily stock position.
- Assisting in physical verification of stock.
- Any other works assigned by shift officer.

IV. Ice Cream Cold Room

- Shifting the products from Production Area to cold room.
- Restock the stocks in cold room.
- Repacking the damaged cartons noticed if any during the restacking.
- Other works assigned by the shift officer.

V. Loading of Fermented Products

- Shifting of fermented products (Sachet curd (200gm & 500gm), Premium curd (200g cup & Bucket 1 Kg), Curd 50ml, Probiotic Lassi Cup 200ml, Normal lassi sachet 200ml, Butter Milk Sachet 200ml, Butter Milk Pet 200ml, Chaco Lassi & Mango Lassi 200ml, Yogurt Drink (Strawberry & Mango) 200ml, Yogurt Cup – 100ml) from Blast rooms to Cold rooms.
- Loading of above fermented products to route vehicle as per CD-15 statement.

- Segregation of Fermented products during night shift for sending the route vehicle in next day morning.
- Other works assigned by shift officer.

Scope of work for Supervisor

- Getting production plan details from shift officer and allocating the manpower in each section.
- Supervise and manage the works done by the Unskilled workers.
- Monitor and evaluate the performance of the workers and submitting the feedback to shift officer.
- To coordinate with shift officer to ensure the food safety policy.
- Maintenance of attendance.
- Identify and resolve any issues with the contract workers.
- Submit all registers to the shift officer on daily basis.
- Any other works assigned by shift officer.

8 EARNEST MONEY DEPOSIT

Bidder should pay the specified amount towards Earnest Money Deposit as follows:

S. No.	Name of work	EMD amount
1	contract work for providing 35 Nos of unskilled worker per day to carry our the Loading, unloading, Stacking of ingredients, milk products, store materials etc., and preparation of mix for product preparation, assisting in production related activities at various sections in Products dairy complex, ambattur, chennai-98 for one yearfor one year (12 months).	Rs.73,000/- (Rupees Seventy three Thousand only)

8.1 Online payment gateway has been enabled for The TCMPF Ltd 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>.(No Exemption in EMD)

8.2 The EMD will not carry any interest.

8.3 Bidder has to select the payment option as “pay online” to pay the EMD amount. Only after payment of EMD, bidder 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. The Federation will not be responsible for any sort of difficulty faced/failure in submission of bids online by the bidder.

8.4 Any other mode of payment of EMD shall not be accepted.

8.5 Online payment mode(EMD):

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

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

8.5.1.2 Other Bank Account Holders: Shall click ‘Other Bank’ option to view the bank selection page and select their respective bank to proceed with Net banking Facility for payment of EMD.

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

8.5.2 Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder.

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

8.6 Refund of EMD of unsuccessful bidders:

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

8.7 EMD EXEMPTION

- 1.No exemption with in EMD (MSME&NSIC not Applicable)
2. Only the online payment of EMD is acceptable for the qualification of the tender bid. Any other mode of payment or Exemption from payment of EMD is not acceptable.

8.8 Tenders not accompanied with Online Payment towards the prescribed EMD shall be summarily rejected.

9 COST OF BIDDING

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

10 SUBMISSION OF e-TENDER

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

10.1 General Instructions for Two Part E-Tender:

- 10.1.1 The tender proposes two stage tender system viz. (PART A) Technical Bid and (PART B) Financial Bid. The first stage enables Federation to know whether the Bidder is technically competent and capable of executing the order. Only those who qualify in the first stage would be eligible to take part in the second stage viz. Financial Bid. The Financial Bid of Bidders who failed in the first stage will not be opened.
- 10.1.2 Both the Technical and Financial Bids should be submitted in Online Portal <https://tntenders.gov.in>.
- 10.1.3 In Technical Bid – Documents listed in the **Tender Clause No.10.2** shall be uploaded.

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

10.2 Details to be Uploaded in the Technical Bid:

10.2.1 Details of E-Remittance towards EMD Amount. (Screen shot/Payment confirmation) as per **Tender ClauseNo.5.1.**

10.2.2 Copy of PAN card as per **Tender ClauseNo.5.2.**

10.2.3 Photostat copy of GST Registration as per **Tender Clause No.5.3**

10.2.4 Copies of the EPF and ESI registration as proof for engaging labour on contract as per **Tender Clause No.5.4**

10.2.5 Copy of registration certificate as per **Tender ClauseNo.5.5**

10.2.6 Documentary evidence of work order for having one year experience, provided not less than 40 persons in any Govt. organization or Co-operative Institutions or any reputed organization. The Federation reserves the right to inspect any organization where the tenderer provided labourers on contract basis. The contractor should submitted the performance certificate within a period of five years as per **Tender ClauseNo.5.6**

10.2.7 Documentary evidence for average annual sales turn-over for the last three financial years (2021-22, 2022-23 and 2023-2024) as per **Tender Clause No.5.7**

10.2.8 The Photostat copy of Employees Provident Fund challan or Employees State Insurance Challan containing a minimum manpower of 40 persons as per **Tender Clause No:5.8**

10.2.9 The tender document and the following Supporting documents, including the Annexures / Amendments are to be uploaded duly signed and sealed in each and every page

- 1 Profile of the Bidding Organization as per Annexure-I.
- 2 Financial Capability as per Annexure-II
- 3 Declaration Form as per Annexure-III
- 4 Certificate of Conformity as per Annexure-IV
- 5 Bidder's Experience Details as per Annexure-V
- 6 Details of Abandonment of work Litigation/debarring done as per Annexure-VI.
- 7 Any other supporting documents wherever insisted in the tender document.

10.3 Details to be Uploaded in Financial Bid:

- 10.3.1 All rates shall be quoted in the format provided and no other format is acceptable. If the Financial Bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 10.3.2 This financial bid will be opened only if the bidder is qualified to execute the tender as per technical bid.
- 10.3.3 All inclusive end rates shall be considered for evaluation of lowest offer. The lowest service charges as per colom no 5. Of commercial bid will be consider for award of contract. The tenderer should quote the service charges not less than 3.85%.
- 10.3.4 The District collector wages rules should be followed for issuing wages to the labours.

11 SIGNING OF BIDS

- 11.1** The signatory of the tender should indicate his/their status in which he/they have signed and submit necessary documentary proof admissible in law in respect of such authority assigned to him/them by the firm.
- 11.2** If the Qualification application is made by a FIRM in partnership, it shall be signed by all the partners of the firm with their full names and current address or by a partner authorized by the firm (either as per Articles of the Deed of Partnership / by power of attorney)- for signing in Tenders, Agreements etc. In which case, certified copy of the registered deed of Partnership along with the current address of all the partners and a certified photocopy of the Registered Power of Attorney issued in favor of the Signatory should be produced.

11.3 If the Qualification Application is made by a Limited Company or a Limited Corporation, it shall be signed by a duly authorized person holding the Power of attorney for signing the application, in which case, the certified copy of the power of attorney shall accompany the qualification application. Such limited company or corporation shall also furnish satisfactory evidence of its' existence along with the Qualification schedule.

12 MODIFICATIONS/CLARIFICATIONS TO TENDER DOCUMENTS:

12.1 At any time after the issue of the tender documents and before 48 hour the opening of the tender, Federation may make any changes, modifications or amendments to the tender documents and the same will be intimated to the concerned vendors through corrigendum which can be downloaded from the vendor login.

12.2 In case any bidder asks for a clarification to the tender documents before 48 hours of opening of tenders, **the AGM (Dg)**, Product dairy will clarify the same.

12.3 The responses to the clarification will also be notified on <https://tntenders.gov.in> without indicating the source of query.

12.4 The Federation at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.

12.5 All the Bidders must periodically browse in website <https://tntenders.gov.in> till the closing date of this Tender for any amendments or corrigendum issued in connection with this Tender. Federation will not be responsible for any misinterpretation of the provisions of this tender document on account of the Bidders failure to update the bid documents based on changes announced through the website.

12.6 TCMPF Ltd reserves the right to verify the proof submitted. If found any violation, the tender will be summarily rejected.

13 WITHDRAWAL OF BIDS

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

14 OPENING OF E-TENDER

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

The Tender offers except Financial Bid will be opened electronically on the date and time notified at the Office of the Joint Managing Director, TCMPF Ltd., Ambattur through e-Procurement Portal <https://tntenders.gov.in> in the presence of bidder's authorized representative who may wish to be present on the date of opening.

- 14.1.1 Technical Bid would be opened first on the due date and time. Pre-Qualification Criteria such as payment of EMD and compliance with pre-qualification conditions will be checked. The supporting documents would be cross checked wherever required.
- 14.1.2 Only the Technical Bid will be opened on the due date.
- 14.1.3 In the event of the specified date for tender opening day is declared as a holiday, bids will be opened on the next working day at the same time and venue.

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

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

15 E-TENDER EVALUATION CRITERIA

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

15.1 Technical Bid Evaluation:

Bidders will be eligible for further processing, only if they fulfill the following criteria:

- 15.1.1 Payment of EMD in accordance with Tender ClauseNo.8
- 15.1.2 Furnishing the tender document, Annexures, Amendments if any and any other document wherever insisted in the tender document duly signed.
- 15.1.3 Compliance with the Pre-Qualification Criteria indicated in Tender Clause no 5
- 15.1.4 Compliance with Technical specifications of tendered items / works as per tender conditions.

- 15.1.5 If any clarification is needed from the bidder about the deficiency in his uploaded documents in technical bid form will be asked to provide it through Tamil Nadu Tender portal. The bidder shall upload the requisite clarification/ documents within the time specified failing which tender will be liable for rejection.
- 15.1.6 Federation will prepare a list of Bidders based on the compliance of detailed Technical Specifications for tendered item and company profile as given in Tender form. The Tenders, which do not conform to the Technical Specifications or Tender conditions or Tenders from Companies without adequate capabilities for supply shall be rejected. The eligible bidders alone will be considered for further evaluation.

15.2 Financial Bid Evaluation

- 15.2.1 For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving the evaluation price.
- 15.2.2 The evaluation of offer will be computed by taking into account all aspects like operation, maintenance and necessary certification expenses put together.
- 15.2.3 The evaluation for L1 shall be on total end price of all items.

16 REJECTION OF TENDERS

16.1 Tender will be SUMMARILY rejected if

- 16.1.1 The EMD requirements are not complied with as specified in Tender Clause:8.
- 16.1.2 Bid Pre-Qualification Criteria as specified in Tender Clause 5.0 are not complied with.
- 16.1.3 If the documents furnished with the offer is found to be bogus or the documents contains any false particulars.

16.2 Tender is LIABLE to be rejected, if it is:

- 16.2.1 Not covering the entire scope of Operation and Maintenance of Sachet Filling Machineries.
- 16.2.2 Not in conformity with Federation's tender terms and Technical Specifications.
- 16.2.3 Not properly signed by the bidder.
- 16.2.4 From any blacklisted Firm or Contractor.

16.2.5 Received by Telex/Telegram / E-Mail/fax.

16.2.6 Not containing all required particulars as per Annexures I to VI

16.2.7 Offer submitted without GSTIN and PAN is liable for rejection.

17 NEGOTIATION

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

18 VALIDITY OF PRICE TENDER

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

18.2 In exceptional circumstances, Federation may solicit the bidder's consent for an extension of the period of validity totally not exceeding 180 days. The request and the responses thereto shall be made in writing.

19 DEVIATIONS

19.1 The offers of the Bidders with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection.

19.2 No alternate offer will be accepted after opening the Part – I Technical bids.

19.3 No deviation will be allowed from the tender terms and conditions. Tenders with deviation will be summarily rejected. The Bidder has to submit a Certificate that the tender is in complete conformity with the tender terms and conditions as per format vide Annexure-IV.

20 SECURITY DEPOSIT

20.1 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.** Failing which the successful tenderer will not be permitted to execute the work.

20.2 The successful bidders would be required to sign an agreement with TCMPF Ltd individually and furnish a Security Deposit of 5% of the order value, drawn by means of Demand Draft from any Indian Nationalized Bank or Scheduled Bank drawn in favour of “The Joint Managing Director, TCMPF Ltd, Chennai -98” payable at Chennai within 15 days from the date of acceptance of the work order.

20.3 The EMD already paid along with tender shall be returned to the successful bidder once security deposits and agreements made with all the Federation.

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

20.5 The security deposit will be refunded only after the expiry of 6 months from the date of satisfactory completion of the contract period.

20.6 The Security Deposit amount will not carry any interest.

21 AGREEMENT

21.1 The successful bidder has to execute an agreement with the TCMPF Ltd.

21.2 The successful bidder should carry out the work, in case of necessity as per the agreement beyond tender period up to the time permitted by the TNTT Rule 14 (9), at the same rate, terms and conditions

21.3 The successful bidder has to execute an agreement on Rs.100/-non-judicial stamp paper incorporating the terms and conditions of the contract and the specification within 10 days from the date of acceptance of the tender. In case of default of either of the conditions (i.e) remitting the security deposit or execution of the agreement within the time allowed, the EMD paid is likely to be forfeited by Federation.

21.4 No revision of any tax will be entertained at any cost during the contract period and on extension period except the revision of collector wages on implementation in the Federation and corresponding EPF, ESI and GST.

22 PAYMENT TERMS:

22.1 Performance of the work done by the Successful tenderer and his/her workers will be evaluated daily. Based on the fulfillment of the contractual obligations for 3 shifts, the monthly bill will be settled.

22.2 The successful tenderer shall submit necessary monthly bill in duplicate along with advance stamped receipt, performance report, copies of the EPF & ESI Challans with respect to wage register of the individuals for the previous month and monthly or quarterly GST remittance for making payments.

22.3 Applicable TDS under Income tax Act and GST Act will be deducted from the monthly bill of the successful tenderer and the same will be remitted to the Department concerned.

22.4 It is the liability of the successful tenderer to pay GST as per the rules in force.

22.5 The payment shall be made within 30 days from the date of receipt of the bills with all required documents, based on satisfactory performance of the work.

22.6 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.

22.7 NO OTHER TERMS OF PAYMENT WILL BE ENTERTAINED.

23 TERMINATION OF CONTRACT

- 23.1** Federation may, without prejudice to any other remedy for breach of contract by the Contractor, terminate the contract in whole or part, by a 7 days written notice of breach of contract to the Contractor.
- 23.2** If the Contractor fails to supply required numbers within the time schedule specified in the Work Order .
- 23.3** If the Contractor fails to perform any of the obligation(s) under the Contract;
- 23.4** If the Contractor is found to have involved in fraudulent, corrupt and unfair practices in competing for or in executing the Contract.

24 CANCELLATION

In the event of unsatisfactory performance in executing the order as per the terms, the order is liable for cancellation. In the event of cancellation, the Security Deposit will be forfeited. Also, Federation reserves the right to cancel the order in full or part thereof without giving any reason by giving 15 days' notice if the tendered items works not required due to any reason. This cannot be a ground for the contractor to claim any compensation saying that the contractor has been put to loss because of this.

25 PENALTY

25.1 FORFEITURE OF EMD/SD:

If the successful bidder fails to act according to the Tender terms and conditions their SD will be forfeited or withdraws the offer after their tender is accepted, their EMD will be forfeited.

25.2 If the successful Bidder(s) fails to remit the SD within 10 days from the date of Receipt of work order , the EMD remitted by him will be forfeited and their Tender will be held void. Federation will have the right to divert the order to other bidders.

25.3 VIOLATION IN TERMS AND CONDITIONS: For any other violations in the terms and conditions, besides banning the business dealings with Government, recovery of additional cost plus 100% penalty and forfeiture of Security Deposit amount shall be imposed.

- 25.4** Usage of panparag or similar items, by the workers inside the dairy premises is prohibited. If found Rs.1000/-penalty will be imposed for every person.
- 25.5** .In case the contractor failed to supply required manpower in any particular shift i.e (A,B & C shift) shift mentioned in scope of work, for the number of workers short the Double the cost of wages will be recovered.
- 25.6** In case any wastage arises during the Loading process, 2 times the cost of ingredients/the product cost for the loss will be imposed on the contractor.
- 25.7** In case if there is any delay in commencement of work which leads delay in dispatch of products in time, then a penalty of Rs.5000/- per day will be imposed per day.
- 25.8** If any deviations found in this regard, it will be viewed very seriously and the loading charges of that particular day will not be released for the first occasion. In case of second occasion, the production charges plus penalty of Rs.5000/- will be levied. For third occasion, without assigning any reasons, the tender will be summarily rejected / cancelled.
- 25.9** Time being the essence of this contract no variation shall be permitted and if the tenderer fails to supply and execute the work order, the federation shall reserve the right to cancel the order besides forfeiting the security Deposit
- 25.10** If the successful tenderer defaults to execute agreement or to pay security deposit or to supply required manpower either in part or full shall be debarred from participating in the subsequent any tender for a period of three years.
- 25.11** Proportionate rate cut will be imposed for the late arrival of employees or late commencement of work

- 25.12** A penalty of 5 times MRP of the Product will be charged for the contract worker if caught in case of theft in the main gate of product dairy and the concerned person will not be allowed in the Dairy premises.
- 25.13** Use of panparag, smoking, betel chewing, spitting, littering or any other kind of intoxicants by the workers inside the Dairy is prohibited. If any littering found on the lawns or inside the Dairy, it should be removed by the contractor immediately. If failed to remove any littering suitable penalty will be imposed and the amount will be deducting from the bill of the contractor
- 25.14** In case of any lapses/ deviation / misconduct of the tenderer or his workers which creates defamation to the organization, the federation shall reserve the right to impose penalty / forfeit SD / to terminate the contract whichever is enforced in that circumstance
- 25.15** In case of Consumer complaints arising out of quality issues like presence of foreign materials in products, contamination of products, coding issues, sealing issues etc, the contractor is responsible for the lapses and such losses will be recovered from the monthly bills and federation shall reserve the right to impose penalty / forfeit SD / to terminate the contract whichever is enforceable at that circumstance
- 25.16** Rs. 50 per hour will be imposed as penalty for late arrival of employees or late commencement of work and also early leaving the work spot. The employees should be present at the work spot before 10minutes of the commencement of work on each shift. Every employee who have attending duty each shift should work 8 hour
- 25.17** The contract workers should be present at the work spots during working hours. Failing which, double the minimum wages will be recovered from the contractor as penalty, for each shortfall of mandays.

- 25.18** If any lapse is noticed for more than three 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 recover damages for the loss caused to the federation by such lapses
- 25.19** Performance Certificate has to be obtained from the Assistant General Manager (Quality Control), Deputy Manager (Dairy Engineering) and Shift Officers for general cleaning in the Cold room and loading dock daily. Rs.1000/- will be recovered for un-satisfactory up-keeping per day.
- 25.20** Penalty at 5 times of the maximum retail price cost will be recovered from the bill of the successful tenderer if 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 terminated permanently.
- 25.21** As deployment of 32 workers by the successful tenderer is the essence of the contract and in case of short fall of stipulated number of workers, double the minimum wages for every short fall of workers shall be recovered.
- 25.22** No worker is permitted to take bath inside the premises or take lunch other than the specified places If found, Penalty at the rate of Rs.100 per occasion shall be recovered.
- 25.23** If the workers of the successful tenderer uses SMP polythene liner or SMP empty bag or Empty film carton or any other dairy material for their personal use and then scatters them inside the dairy, penalty at the rate of Rs.500/- per instance will be recovered.
- 25.24** The damaged of tubs, trays should be washed with water and taken to scrap yard and dumped/stored systematically, If dumped or placed or stored other than the scrap yard, a penalty of Rs.1000/- per day shall be recovered.

- 25.25** The contract workers should be present at the work spots during working hours. Failing which, double the minimum wages will be recovered from the Contractor as penalty, for each shortfall of man days.
- 25.26** If Supervisor is absent for 1 hour in the working time, Rs.200/- per hour penalty will be imposed.
- 25.27** If labour is absent in the working time, Rs.100/- per person per hour penalty will be imposed.
- 25.28** The tender should provide uniform, ID card and must wear head cap with mouth piece. In case default occurs penalty of Rs. 1000 will be imposed
- 25.29** The contractor should maintain the worker personal hygiene like Neat and clean uniform , Clean face shave and hair cut for men and cut the nail in hand. failing which, Rs. 1000 penalty will be imposed in every occasion.
- 25.30** Bag and other related items should be kept in the designated place only. In case of bringing in the production area, a fine of Rs. 500 will be imposed

26 RIGHTS OF THE FEDERATION:

- 26.1** Time being the essence of contract no variation shall be permitted in the delivery time as prescribed in the delivery schedule. If the bidder fails to supply and execute the work in full or part of the order as per the delivery schedule, the Federation shall reserve the right to cancel the order besides forfeiture of EMD/Security Deposit.
- 26.2** Notwithstanding anything contained in the tender schedule, no obligation rests on the Federation to accept the lowest tender and the Federation shall also have the right to accept or reject any or all the tenders fully or partly without assigning any reasons.
- 26.3** For violation of any of the terms and conditions of the contract, the Federation reserves the right to terminate the contract, with or without notice as applicable.

26.4 On termination of contract, the Security Deposit is liable to be forfeited and any of the resultant loss beyond Security Deposit will be recovered from the contractor by legal means apart from forfeiture of any amount due to the contractor.

26.5 If the bidder defaulted in any of the previous tenders to execute agreement or to pay Security Deposit or to Work ordered quantity either in part or full will not be eligible from participating in this tender.

26.6 If the successful bidder either in Federation defaulted to execute agreement or to pay Security Deposit or to Work ordered either in part or full shall be debarred from participating in the subsequent tenders for a period of 3 years.

27 DISPUTES AND ARBITRATION:

In case of disputes arising out of this tender, an arbitrator as mutually acceptable to the bidder and Federation will be appointed by the Managing Director, TCMPF Ltd. The arbitrator's decision shall be final, conclusive and binding on both the parties.

28 LEGAL JURISDICTION

In case if either party to the tender is aggrieved by the award of the arbitrator so appointed as per clause 31.0 or otherwise, they can appeal to Court of Deputy Registrar (Dairying), Thiruvallur. The legal jurisdiction will be only Deputy Registrar (Dairying), Thiruvallur.

29 INSPECTION

The Federation officials may inspect the contract work at any time during the contract period. The Contractor has to assist the officials in report generation.

30 AMBIGUITIES IN CONDITIONS OF TENDERS

In the case of ambiguous or contradictory terms / conditions mentioned in the bid, interpretation as may be advantageous to the purchaser will be taken without any reference to the Bidder.

ANNEXURE-I**PROFILE OF THE BIDDING ORGANISATION**

The Bidder shall furnish the following details without fail:

Name of the Organization	
Nature of the Organization: PSU/Public Ltd/Private Ltd	
Year of Incorporation Furnish copy of Certificate of incorporation)	
Address of the Registered Office:	
Contact Person Name	
Contact Person Mobile	
E-Mail Address	
GST Registration Number(Furnish copy of GST Certificate)	
PAN Number(Furnish copy of PAN Card)	

Note: The Bidder 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 Bidder with office seal

Place:

Date:

ANNEXURE-II**FINANCIAL CAPABILITY**

The Average Annual Sales / Revenue Turnover of
M/s.....

(Name of Firm) address.....

..... for any
one the past three years are given below and certified that the statement is true
and correct:-

S. No.	Financial Years	Sales / Revenue Turnover in Lakhs (Rs)
1	2021-22	
2	2022-23	
3	2023-24	
	Total	

Average annual Sales/Revenue turnover-Rs. ___ Lakhs

Note:-The Bidder must upload either the Annual Turn Over Certificate for above 3 years certified by Chartered Accountant or Annual statement of Accounts (i.e.) Profit & Loss Accounts and Balance Sheet for the above 3 years certified by Chartered Accountant in support of Annual Turn Over without fail.

Signature of the Bidder with office seal

Place:

Date:

ANNEXURE-III**DECLARATION FORM**

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

To

THE DEPUTY GENERAL MANAGER,
TAMILNADU CO-OPERATIVE MILK PRODUCERS FEDERATION LTD
NO.: 29Part & 30Part, INDUSTRIAL ESTATE,
AMBATTUR,
CHENNAI – 600 098.

Sir,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref. No.: 250 /DGM(DG)/PD/X3/2024

Name of Tender: The contract work for **providing 35 Nos of unskilled worker per day to carry out the Loading, unloading, Stacking of ingredients, milk products, store materials etc., and preparation of mix for product preparation, assisting in production related activities at various sections in Products dairy complex, ambattur, chennai-98** for one year from date of commencement of work.

We, the undersigned, declare that:

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

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

Signature of the Bidder with office seal

Place:

Date:

ANNEXURE-IV

CERTIFICATE OF CONFORMITY

Certified that the offer is in total conformity with tender terms and specification without any deviation, whatsoever.

SIGNATURE OF THE BIDDER :

FULL NAME :

DESIGNATION :

SEAL OF COMPANY:

ANNEXURE – V

BIDDER'S EXPERIENCE DETAILS

Details of work orders successfully executed in last five years/ performance certificates of last three years may please be summarized chronologically in the given format and copies of the same may be scanned and uploaded.

S. No	Name and address of the Purchaser	Name of the Works/Item	Work Order No. & Date	Qty.	Value of order in Rs. Lakhs	Performance Certificate obtained on
1.						
2.						
3.						
4.						

Signature of the Bidder with office seal

Place:

Date:

ANNEXURE - VI

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

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

Signature of Bidder with .

seal

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

ANNEXURE – VII FINANCIAL BID

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

S. No (1)	Description (2)	UOM (3)	Rate per man day per day (Rs.) (District Collector approved Basic wages) (4)	EPF 13% (Rs.) (Including EDLI – 0.5%, Admn. Charge- 0.5%) (5)	ESI 3.25 % (Rs.) (6)	Service Charges (Per day/per manday) (Should not less than 3.85%) (Rs.) (7)	GST 18% (Rs.) (8)	rate Per man day / per day (Rs.) (9)
1	35 nos unskilled worker per day for dairy activities for one year	Per Man day	465	60.45	15.11			
Rate should be quoted in price bid in online								
Total in words per manday / 8 hours								

NOTE:

(Total manpower of unskilled labour requirement for one year is 11079 Mandays (Flush Season 34 mandays per day X 153 days= 5202 Mandays, lean season 26 Mandays per day X 212days 5512 Mandays, One supervisor per day for 365 days= 365 Mandays)

- A. The successful tenderer should pay not less than the minimum wages prescribed by the District Collector to his workers and take care of other statutory dues.
- B. The rate should be quoted for the above work both in figures and in words without correction. If any corrections are made, the same should be attested by the tenderer or his authorized signatory.
- C. If any discrepancy is found between the prices quoted in words and in figures, the lower of the two shall be considered
- D. The rate quoted is taking into consideration of the Minimum wages and Statutory dues
- E. After quoting the rate, if the tenderer goes back, the Earnest Money Deposit remitted by the Tenderer shall be forfeited fully.
- F. The lowest service charge (as per column No. 7) will be considered for award of contract.
- G. If service charges is quoted by the tenderer is less than 3.85% the tenderer will be automatically rejected
- H. In case of more than one bid is eligible commercial evaluation, and they quoted on the same rate, the successful bidders will be selected as draw basis

CHECK LIST

BIDDER TO FILL IN THE CHECK LIST AND UPLOAD IN THE ONLINE PORTAL WHILE SUBMITTING THE TENDER (State YES / NO for each item)

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

S. No.	Description	Bidders Response
I.	TECHNICAL BID:	
1.	Whether details of E-Remittance towards EMD Amount is uploaded as per tender clause 5.1.	Yes/No
2.	Whether documentary evidence for experience and proof for as per tender clause 5.6 are uploaded.	Yes/No
3.	Whether PAN/GSTN photocopy, EPF&ESI registration copy, copy of company registration as per tender clause 5.2, 5.3, 5.4 & 5.5 and EPF or ESI challan for not less than 40 persons as per tender clause 5.9 are Uploaded.	Yes/No
4.	Whether the tender documents are Digitally signed and uploaded	Yes/No
5.	Whether the tender documents and following Supporting Documents, including the Annexures / Amendments are uploaded duly signed and sealed in each and every page	Yes/No
	a).Profile of the Bidding Organization as per Annexure-I.	Yes/No
	b).Financial Capability as per Annexure-II	Yes/No
	c).Declaration Form as per Annexure-III	Yes/No
	d).Certificate of Conformity as per Annexure-IV	Yes/No
	e).Bidder's Experience Details as per Annexure-V	Yes/No
	f).Details of Abandonment of work Litigation / debarring done as per Annexure – VI	Yes/No
	g).Any other documents wherever insisted in the tender document.	Yes/No
II.	FINANCIAL BID:	
1.	Whether the Financial Bid - BOQ (Excel Format) is filled and uploaded	Yes/No

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

Important Note: Bidders must ensure to upload all the required documents indicated in the Tender document without fail in the Online Portal. Bids uploaded without supporting documents (See Clause No 5 Pre-Qualification Criteria) in respect of the various requirements mentioned in the tender document are liable to be rejected at the initial stage itself.

33. INSTRUCTION TO BIDDERS FOR SUBMISSION OF ONLINE BIDS IN E-TENDER

The bidders are required to submit scanned copies of their bids electronically on the <https://tntenders.gov.in>, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the portal, prepare their bids in accordance with the requirements and submitting their bids online. More information useful for submitting online bids on the portal may be obtained at <https://tntenders.gov.in>.

REGISTRATION:-

- 1) Bidders are requested to enroll on the e-procurement module of the Tamil Nadu Tenders procurement portal <https://tntenders.gov.in> by clicking on the link “on line bidder Enrollment” which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the portal.
- 4) Upon enrolment, the bidders will be required to register their valid (DSC) Digital Signature Certificate (Class II or Class III certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g.Sify/nCode/eMudhra etc), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder may then log in to the site through the secured log-in by entering their user ID/password and the password of the DSC/e-Token.

34. SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search operations built in the <https://tntenders.gov.in> to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organisation Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein

the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other key words etc to search for a tender published on the CPP portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender documents.

3) The bidder should make a note of the unique Tender ID assigned to each tender in case they want to obtain any clarification/help from the Help desk.

35. PREPARATION OF BIDS:

- 1) Bidder should take in to account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which bids documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should keep ready the bid documents to be submitted as indicated in the tender document /schedule and generally they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as part of every bid, a provision of uploading such standard documents (e.g PAN card copy, annual reports, auditor certificates etc) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents"

area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

36. SUBMISSION OF BIDS:

- 1) Bidder should log in to the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be solely responsible for any delay due to other issues.
- 2) The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “online” to pay the tender rental/EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document.
- 5) Bidder is requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the Financial Bids a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidder’s dashboard) will be considered as a standard time for referencing the deadline for submission of the bids by the bidders, opening of bids etc. The bidder should follow this during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is

subjected to symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 8) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement for the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

37. ASSISTANCE TO BIDDERS:

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for Tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to <https://tntenders.gov.in> in general may be directed to the 24x7 Help desk of the portal.

38. SYSTEM REQUIREMENT:

- i) Operating System - Windows XP-SP3 & above
- ii) Firefox/Internet browser - IE7 and above
- iii) Signing type digital signature
- iv) JRE 7 update 79 (Preferred file- Windows X-86 Offline) and above to be Downloaded and installed in the system.

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools →

Internet Options → custom level.

NOTE: The above instructions are time to time change by the NIC. Hence, all the Bidders must periodically browse the website <https://tntenders.gov.in> and follow the procedure and being updated.

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 **providing 35 Nos of unskilled worker per day to carry our the Loading, unloading, Stacking of ingredients, milk products, store materials etc., and preparation of mix for product preparation, assisting in production related activities at various sections in Products dairy complex, ambattur, chennai-98** for one year from date of commencement of work 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 www.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**

UNDERTAKING**NAME AND ADDRESS OF THE TENDERER / COMPANY TAKING PART IN THE TENDER**

- 1) I/We M/s _____ do hereby undertake to providing 35 Nos of unskilled worker per day to carry our the Loading, unloading, Stacking of ingredients, milk products, store materials etc., and preparation of mix for product preparation, assisting in production related activities at various sections in Products dairy complex, ambattur, chennai-98 for one year as per the prescribed norms of Tender conditions, in the event of being successful in the present tender proceedings.
- 2) I/We, undertake to contract work for providing 35 Nos of unskilled worker per day to carry our the Loading, unloading, Stacking of ingredients, milk products, store materials etc., and preparation of mix for product preparation, assisting in production related activities at various sections in Products dairy complex, ambattur, chennai-98 for one year from date of commencement of work, whose ESI and EPF subscription shall be remitted by me / us, for the period to be employed in Products Dairy, TCMPF Ltd, Chennai - 98.
- 3) We are also aware that, in the event of failure (on the part of the successful bidder) to comply with the said prescribed norms, suitable to nullify the Tender Acceptance Order/Contract will be initiated, by the in Products Dairy, TCMPF Ltd, Chennai -98.

SIGNATURE OF THE TENDERER**WITNESSES:**

- 1.
- 2.