



THE TAMILNADU COOPERATIVE MILK PRODUCERS' FEDERATION LTD,
NO.3-A, PASUMPON MUTHURAMALINGANAR SALAI, NANDANAM, CHENNAI-35.

TENDER NO.1054/P1/MKG/2022-24

TENDER DOCUMENT

FOR HIRING 63 Nos. OF INSULATED VEHICLES
FOR EVENING SUPPLY (DAY ROUTE OPERATION)
ON PER LITRE COST BASIS
2022-2024

TOWARDS COLLECTION AND DISTRIBUTION OF SACHET MILK
FROM MADHAVARAM , AMBATTUR, SHOLINGANALLUR DAIRIES TO CHENNAI
METRO AND ITS SUBURBAN AREAS.

SALE PERIOD: 16.05.2022 TO 15.06.2022



**THE TAMILNADU CO-OPERATIVE MILK
PRODUCERS' FEDERATION LTD.**

No.3A, PASUMPON MUTHURAMALINGANAR SALAI, NANDANAM, CHENNAI-35.

TENDER NOTICE

1	Name of the work	:	To engage 63 insulated vehicles (8 vehicles each with 5 MT net carrying capacity and 55 vehicles each with 2 MT net carrying capacity) after insulation along with 1 load men for collection of Milk Sachets from Madhavaram / Ambattur / Sholinganallur Dairies and distribution to various identified outlets in Chennai and its suburban areas and to bring back the empty tubs. [DAY ROUTE SUPPLY]
2	Period of Contact	:	2 years (2022-2024)
3	Earnest Money Deposit	:	Rs.10,000/- per vehicle
4	Sale of Tender forms	:	From 16.05.2022 to 15.06.2022 on all working days between 10.00 A.M. and 3.00 P.M.
5	Pre-bid meeting	:	On 25.05.2022 at 11.00 AM at TCMPF Ltd., No. 3A, Pasumpon Muthuramlinganar Salai, Nandanam, Chennai-35.
5	Cost of Documents	:	Rs.750/- inclusive of all taxes, if required by the post/courier an extra amount of Rs.100/-
6	Website address	:	The tender forms can also be downloaded only from the designated website at free of cost (www.tenders.tn.gov.in and e-tendering through website www.tntenders.gov.in)
7	Last date for the receipt of filled in Tender documents	:	On 16.06.2022 up to 3.00 PM at the above address
8	Date & place of opening of Technical bid	:	On 16.06.2022 at 3.30 PM at TCMPF Ltd., No. 3A, Pasumpon Muthuramlinganar Salai, Nandanam, Chennai-35.

JOINT MANAGING DIRECTOR

ஒப்பந்தப் புள்ளி அறிவிப்பு

- 1) பணியின் பெயர் : அம்பத்தூர்/மாதவரம்/சோழிங்கநல்லூர் பால் பண்ணைகளிலிருந்து மொத்தம் 63 Insulated ஊர்திகள் (8 vehicles each with net carrying capacity of 5 MT & 55 vehicles each with 2 MT net carrying capacity) மூலமாக டப்புடன் பால் பைகளையும் (பால் பைகளை ஏற்றி இறக்க 1 பணியாளர்களுடன்) ஏற்றிச் சென்று சென்னை பெருநகர் மற்றும் புறநகரிலுள்ள பல்வேறு விநியோக மையங்களுக்கு விநியோகம் செய்தல் மற்றும் காலி டப்புகளை பால் பண்ணைகளுக்கு திரும்ப எடுத்து வருதல். பணியின் காலம் : 2 வருடங்கள் (2022–2024)
- 2) டேவணித் தொகை : ஊர்தி ஒன்றுக்கு ரூ.10,000/- (ரூபாய் பத்தாயிரம் மட்டும்)
- 3) ஒப்பந்தப் புள்ளி படிவங்கள் கிடைக்கும் இடம் எந்த தேதி முதல் எந்த தேதி வரை : மேலே உள்ள முகவரியில் 16.05.2022 முதல் 15.06.2022 வரை காலை 10.00 மணி முதல் மாலை 3.00 வரை அனைத்து அலுவலக வேலை நாட்களில் மட்டும்.
- 4) ஒப்பந்தப் புள்ளி படிவம் ஒன்றின் விலை : ரூ. 750.00 (ரூபாய் எழுநூற்று ஐம்பது மட்டும்), தபாலில் மற்றும் கூரியர் மூலம் பெற ரூ.100.00 அதிகம் செலுத்த வேண்டும்.
- 5) ஒப்பந்தப் புள்ளிகளை கீழ்க்காணும் இணையதள முகவரியில் மட்டும் இலவசமாக பதிவிறக்கம் செய்து கொள்ளலாம். www.tenders.tn.gov.in மேலும் www.tntenders.gov.in இணையதளம் மூலம் ஒப்பந்தப்புள்ளிகளை சமர்ப்பிக்கலாம்.
- 6) ஒப்பந்தப்புள்ளி முன் மாதிரி கூட்டம் மேலே உள்ள முகவரியில் 25.05.2022 காலை 11.00 மணிக்கு நடைபெறும்.
- 7) நிறைவுச் செய்யப்பட்ட இருபகுதி ஒப்பந்தப் புள்ளிகள் பெறுவதற்கான இடம் கடைசி நாள் மற்றும் நேரம் : மேலே உள்ள முகவரியில் 16.06.2022 மாலை 3.00 மணி வரை.
- 8) பெறப்பட்ட பகுதி 1 தொழிற்நுட்ப ஒப்பந்தப் புள்ளிகள் திறப்பதற்கான இடம், நாள் மற்றும் நேரம் : மேலே உள்ள முகவரியில் 16.06.2022 மாலை 3.30 மணி.

இணை நிர்வாக இயக்குநர் .



இணைப்பு
ஒப்பந்தப்புள்ளி கோரும் அறிவிப்புகளில் கீழ்க்கண்ட விபரங்கள்

1	ஒப்பந்தப்புள்ளி கோரும் அலுவலர், பதவி முகவரி	இணை நிர்வாக இயக்குநர், தமிழ்நாடு பால் உற்பத்தியாளர்கள் கூட்டுறவு இணையம், 3A, பசும்பொன் முத்துராமலிங்கனார் சாலை, நந்தனம், சென்னை-35.
2	திட்டத்தின் பெயர், கொள்முதல் செய்யப்படும் பணிகள் சம்பந்தமான விபரம் பணி அல்லது கொள்முதல் நடைபெறும் மாவட்டங்களின் பெயர்கள்	அம்பத்தூர் / மாதவரம் / சோழிங்கநல்லூர் பால் பண்ணைகளிலிருந்து 63 Insulated ஊர்திகள் மூலமாக பால் பைகளையும் (பால் பைகளை ஏற்றி இறக்க 1 பணியாளர்களுடன்) ஏற்றிச் சென்று சென்னை பெருநகர் மற்றும் புறநகரிலுள்ள பல்வேறு விநியோக மையங்களுக்கு விநியோகம் செய்தல் மற்றும் காலி டப்புகளை பால் பண்ணைகளுக்கு திரும்ப எடுத்து வருதல், மொத்த டெண்டர் மதிப்பு = 2 வருடங்களுக்கு சுமார் : ரூபாய் 14.87 கோடிகள்
3	எந்த இடத்தில் , எந்த தேதிவரை என்ன விலைக்கு ஒப்பந்தப்புள்ளி சம்பந்தமாக படிவம் கிடைக்கும் என்ற விவரம்	மேலே உள்ள முகவரியில் 16.05.2022 முதல் 15.06.2022 வரை காலை 10.00 மணி முதல் மாலை 3.00 வரை எல்லா அலுவலக வேலை நாட்களில் ரூபாய் 750/- செலுத்தி பெற்றுக் கொள்ளலாம். தபால் மூலம் பெறுவதற்கு ரூ. 850/- செலுத்தி பெற்றுக் கொள்ளலாம்.
4	செலுத்தப்பட வேண்டிய முன்வைப்புத் தொகை விபரம்.	ரூபாய் 10,000/- ஒரு ஊர்திக்கு
5	ஒப்பந்தப்புள்ளி முன் மாதிரி கூட்டம் நடைபெறும் நாள்	மேலே உள்ள முகவரியில் 25. 05. 2022 காலை 11.00 மணிக்கு.
6	நிறைவு செய்யப்பட்ட ஒப்பந்தப் புள்ளிகள் பெறப்படுவதற்கான கடைசி நாளும, நேரமும் மற்றும் இடமும்.	மேலே உள்ள முகவரியில் 16. 06. 2022 மாலை 3.00 மணி வரை
7	பெறப்பட்ட ஒப்பந்தப் புள்ளிகள் திறக்கப்படும் இடமும், நாளும நேரமும்.	மேலே உள்ள முகவரியில் 16. 06. 2022 மாலை 3.30 மணி
8	ஒப்பந்தப்புள்ளி அலுவலர் பொருத்தமானது என தீர்மானிக்கும் முக்கியமான தகவல்	வாகனத்தின் குளிர்காக்கும் தன்மை குறித்த தகுதி சான்றிதழ் (Quality efficiency) மற்றும் தயாரிப்பு நாள் மற்றும் தகுதிச்சான்றிதழ் (Fitness Certificate) இணைய அலுவலர்களிடம் பெறப்படல் வேண்டும்.

கையொப்பம் :
அலுவலரின் பெயர் :
பதவி : இணை நிர்வாக இயக்குநர்
தேதி :

THE TAMILNADU COOPERTIVE MILK PRODUCERS' FEDERATION LTD.

CHECK LIST

Kindly ensure compliance of the under-mentioned requirements, as per terms and conditions.

1	Whether all pages in the tender are duly signed by authorized signatory.	Yes / No
2	Whether E.M.D. amount of Rs. 10,000/- Enclosed If yes: Demand Draft / Bankers cheque No..... Date Bank Name.....Branch.....	Yes / No
3	Whether D.D. /PO is enclosed in the Technical Bid (Part-I) cover	Yes / No
4	Whether photocopy of the G.O. and relevant certificates enclosed for claiming exemption from payment of EMD?	Yes / No
5	Whether photocopy of the PAN Card enclosed?	Yes / No
6	Whether Photostat copies of (a) RC book, (b) Fitness Certificate, (c) Insurance Certificate, (d) Permit, (e) Road Tax (f) Identity proof which can be a ration card, Aadhar card, Election Commission's ID card, Driving License (or) Passport are enclosed?.	Yes/ No
7	Whether tender cover is wax sealed duly super scribed as "For Hiring of Insulated Vehicles"?	Yes / No
8	Whether the copy of the Cooperative Society Bye Law, Society existing certificate from the society registering authority and membership list enclosed?	Yes / No
9.	Whether copy of the partnership deed or Article Company Registration certificate with Memorandum Association and Article of Association is enclosed?	Yes / No.
10.	Whether copy of the EPF / ESI and FSSAI registration certificate enclosed?	Yes / No
11	Whether letter of undertaking in Rs. 100/- Non-Judicial stamp paper duly attested by the Notary Public is enclosed?	Yes / No
12	Whether the technical specification as per annexure – II is enclosed?	Yes / No
13	Any other schedules attached with details i) ii)	Yes / No

Note: 1) The tenderers are requested to verify the above details before submitting the tender.

2) Tick Yes / No whichever is applicable

SIGNATURE OF THE TENDERER WTH SEAL

UNDERTAKING

I / We solemnly affirm and declare as under:

1. That the vehicles applied in this Tender No.**1054/P1/MKG/2022-2024** of M/s.TCMPF Ltd is not under contract / has not been withdrawn from any other contract with any other District Co-operative Milk Producers' Union Ltd in the State of Tamil Nadu as on the expected date of start of contract under this tender mentioned in the covering letter of this tender.
2. That the vehicle offered under this tender to M/s.TCMPF Ltd has not been offered to any other party for their acceptance and no such offer to the other party is still open for acceptance at the time of submission of this tender.
3. That the vehicles under reference are not attached with any other Transporter and have not been withdrawn without their written prior consent.
4. That the subject vehicles are not involved in any legal litigation other than routine cases of road accidents or any violation of motor vehicles Act.
5. That I/We have not been black-listed so far by any Company/Government / Federation / District Union.

Vehicle Nos.	Ownership
1.	
2.	
3.	

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

I / We also undertake that should there be any action against the Federation resulting in damage of whatsoever nature to the Federation, on account of award of contract in my / our favour on the basis of misrepresentation, I / we shall keep the Federation completely indemnified against all such losses / damages litigations., Court action etc.

SIGNATURE OF TENDERER WITH SEAL

Note: -

1. **To be attested in Rs.100/- Non-Judicial stamp paper duly authenticated by Notary.**
2. Separate affidavit for each vehicle should be enclosed.

FORM -1

THE TAMILNADU CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD :
CORPORATE OFFICE : No.3A, PASUMPON MUTHURAMALINGANAR SALAI :
NANDANAM : CHENNAI-600 035.

SACHET MILK TRANSPORT TENDER FOR INSULATED VEHICLES

1	TENDER DOCUMENT RELATING TO	63 Nos. Insulated vehicles for collection of Milk Sachets from Madhavaram / Ambattur / Sholinganallur Dairies and distribution to various identified outlets in Chennai and its suburban areas and to bring back the empties, with 1 person as load and deliverymen for 2 years.
2	LOADING CAPACITY	63 Nos. Insulated vehicles (8 vehicles each with net carrying capacity of 5 MT & 55 vehicles each with 2 MT net carrying capacity) after insulation.
3	COST OF TENDER DOCUMENT	Rs.750/- including taxes (Rs.850/- by post)
4	EMD to be enclosed	Rs.10,000/- per vehicle
5	SALE OF TENDER	All working days from 16.05.2022 to 15.06.2022 - 10.00 A.M. to 3.00 P.M.
6	Pre-Bid Meeting	On 25.05.2022 at 11.00 A.M.
7	SALE OF DOCUMENTS AT	O/o. General Manager (Mkg.),TCMPF Ltd,No.3A, Pasumpon Muthuramalinganar Salai, Nandanam, Chennai-35.
8	LAST DATE FOR RECEIPT OF TENDER	On 16.06.2022 up to 3.00 P.M.
9	DATE OF OPENING OF TENDER	On 16.06.2022 at 3.30 P.M. in the presence of the tenderers or their representatives
10	PLACE OF SUBMISSION AND OPENING OF TENDER	O/o General Manager (Mkg.),TCMPF Ltd, No.3A, Pasumpon Muthuramalinganar Salai, Nandanam, Chennai-35.

SOLD TO : Thiru/Tmt.

RECEIPT NO. :

DATE :

for JOINT MANAGING DIRECTOR.

Form- 2

From

To

The Joint Managing Director,
The Tamilnadu Cooperative Milk Producers' Federation Ltd.,
No.3A, Pasumpon Muthuramalinganar Salai,
Nandanam, Chennai-35.

Sir,

- 1 Please find enclosed the tender documents with all the columns properly filled in and enclosing the required documents duly signed in all the pages.
- 2 I / We have remitted the EMD of Rs...../- for vehicles by means of Demand Draft/Pay Order (.....Nos. Insulated vehicles with net carrying capacity of 5 MT and vehicles with 2 MT net carrying capacity).
3. I/We hereby offer to provide Insulated vehicles for the transportation of sachet milk from Madhavaram, Ambattur, Sholinganallur and Kakkalur Dairies to Chennai Metro and its suburban areas for **2022-2024** on payment of hire charges **PER DAY / PER LITRE** as specified by the Federation. I/We am/are fully aware that I/We am/are responsible /accountable for the milk and empties handed over to us for the above purpose. My/our insulated vehicle(s) shall maintain the temperature for 6 (six) hours with the prescribed specifications.
- 4 We hereby offer to provide (.....Nos. Insulated vehicles with net carrying capacity of 8MTand.....vehicles with 5 MT net carrying capacity after insulation)
- 5 Our registered office address with telephone No. is given below.....
- 6 Postal address for communication:
.....
- 7 We are a company/partnership firm/Sole proprietary / Co- Operative Society and the registration number isand enclosed a copy of the deed/agreement in this regard.
8. I/we hereby certify that I/We have thoroughly read and understood the tender general terms and conditions and details to be carried out and fully understood the nature of works.
9. I / we claim exemption of EMD specifically ordered by the Government under the provisions of **14(1)** of TT Rules 2000 for which I / we enclosed the proof with this letter.

10. I / We here by certify that my/our tendered vehicle(s) is/are free and available for any contract on the day of opening tender.

OR

I/We declare I/We agree to cancel the existing contract if any with other parties within 7 days on confirmation of the contract.

11. I/we hereby declare that I / we have already registered with the statutory authorities like EPF, ESI, and FSSAI etc. and undertake to appoint a consultant and register within 15 days from the date of awarding the contract. I/we understood that the 2nd Fortnight and subsequent bills be admitted and passed only if the copy of such statutory registration and proof for remittance of statutory payments are enclosed.

SIGNATURE OF THE TENDERER WITH DATE & SEAL

Signature of witness with Address

1

2

FORM 3

THE TAMILNADU CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD :
CORPORATE OFFICE : No.3A, PASUMPON MUTHURAMALINGANAR SALAI
NANDANAM, CHENNAI-600 035.

SCHEDULE- "A"

PARTICULARS OF THE TENDERER

Affix passport
size photo here
S.O/Secretary/
Owner/Propriet
or /Partner

- 1) NAME OF THE TENDERER :
- 2) REGISTERED ADDRESS FOR ALL COMMUNICATIONS (Give full Postal Address) :
- 3) TELEGRAPHIC/FAX/WEB SITE NAME/EMAIL ID :
- 4) TELEPHONE No(s)./ CELL PHONE NO. :
- 5) THE TENDERER IS
- a. Sole Proprietor :
- b. Partnership firm registered under the Indian Partnership Act 1932 (Copy of the deed of Registration should be enclosed (i & ii) :
- c. A Joint Stock Co. registered under Companies Act (Copy of deed should be enclosed (i & ii) :
- d. A Registered Firm (Copy of partnership deed should be enclosed(i & ii) :
- e. Co-op. Society (Copy of Registration Certificate Bye-law, & membership list should be enclosed) :

**SIGNATURE OF THE WITNESS
WITH DATE & ADDRESS**

**SIGNATURE OF THE TENDERER
WITH DATE & SEAL**

Note:-

- I. Please furnish the Registration Nos.& Details.
ii. Please enclose the list of Directors/Partners with address and Telephone Nos. and other particulars
III.For society vehi. the S.O/Secretary photo to be affixed.

Form- 3
SCHEDULE - 'B'
VEHICLE PARTICULARS AS PER R.C.BOOK
(Separate form should be used for each Vehicle)

1. Name :
2. Route applied for :
3. Registration No. :
4. Year of Manufacture :
5. Vehicle Manufactured by :
6. Un laden Weight :
7. Laden Weight (Gross Weight) :
8. Date of Registration :
9. Date of Last Ownership transfer details :
10. Date of Expiry of Tax :
12. Date of Expiry of F.C. :
13. Date of Expiry of I.C. :
14. Date of Expiry of Permit :
15. Type of Vehicle : Whether Closed / Insulated
16. Whether the vehicle is in contract: Yes / No
or not, with other party
(If yes, the particulars of the contract
and the copy of the contract should
be enclosed)

Declaration:

I/We hereby declare that, all the above particulars mentioned in respect of the above vehicle are true and correct. I/We hereby agree that the EMD shall be forfeited for furnishing incorrect/wrong information, and the contract will be terminated apart from taking further legal action. The vehicle is in road-worthy condition and the age of the vehicle is less than **12 years as on the date of publication of notice inviting the tender** with net carrying capacity (after insulation) not below 8 M.Ts./5Mts/2Mts, and attested copies of the vehicle documents are enclosed. (The age of the vehicle will be calculated from the date of first registration of the Insulated Vehicle(s))

Note:- (1) The copy of the following documents should be furnished along with this form. (Latest copy of the Road Tax, Insurance, Pollution Certificate, Permit & FC certificate, RC Book & FSSAI Certificate).

(2) **One form should be filled for each vehicle.**

SIGNATURE OF THE TENDERER WITH SEAL AND DATE

ANNEXURE – I

Sl. No.	Dairy	Vehicle capacity	Route No.	Dist. in K.M (To & Fro)	Attached zone
1	MVM	5 MT	170	65	Kolathur
2	MVM	2 MT	173	75	Manali
3	MVM	2 MT	179	160	Manali
4	AMB	5 MT	167	110	Porur
5	AMB	2 MT	175	73	Anna nagar
6	MVM	2 MT	178	43	Perambur
7	AMB	2 MT	162	50	Ayanavaram
8	AMB	2 MT	168	70	Anna nagar
9	AMB	2 MT	176	40	Ayanavaram
10	AMB	2 MT	169	85	Ambattur Avadi, Thiruninravur
11	MVM	2 MT	185	70	Ashok Nagar
12	AMB	5 MT	141 A	80	Ashok Nagar
13	SNR	2 MT	183	150	Medavakkam, Tambaram, Pallavaram
14	SNR	2 MT	186	180	Kelambakkam, Chengalpet, Maraimalai Nagar
15	SNR	5 MT	172	145	Chengalpattu
16	SNR	5 MT	171	120	Medavakkam & Tambaram
17	MVM	2 MT	187	108	Manali

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Sl. No.	Dairy	Vehicle capacity	Route No.	Dist. in K.M (To & Fro)	Attached zone
18	MVM	2 MT	188	71	Kolathur
19	MVM	2 MT	189	55	Washermenpet
20	AMB	2 MT	190	32	Ayyanavaram
21	AMB	2 MT	191	73	Anna nagar
22	AMB	2 MT	192	41	Ambattur
23	MVM	2 MT	193	31	Perambur Zone
24	MVM	2 MT	194	66	Ashok Nagar
25	AMB	2 MT	195	54	Poonamallee Zone
26	AMB	2 MT	196	46	Anna nagar
27	AMB	2 MT	197	65	Ambattur zone
28	AMB	2 MT	198	60	Thiruninravur
29	SNR	2 MT	199	194.3	Adayar zone & Mylapore Zone
30	SNR	2 MT	200	65.1	Palavakkam & Velachery
31	SNR	2 MT	201	64	Pallavaram & Tambaram
32	SNR	2 MT	202	96	Medavakkam & Maraimalai Nagar
33	AMB	2 MT	203	67	Porur

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Federation routes:-

Sl. No.	DAIRY	Proposed K.M To & Fro	Proposed Route No.	Capacity	Attached zone
1.	MVM	65	142	5 MT	Ashok nagar
2.	MVM	60	204 New Route	2 MT	Ashok nagar
3.	MVM	45		2 MT	North Madras
4.	MVM	40	143	2 MT	Vepery
5.	MVM	40	144	2 MT	Perambur
6.	MVM	60	146	2 MT	Washermen pet
7.	MVM	105	164	2 MT	Poonmallee
8.	AMB	65	155	5 MT	Anna Nagar
9.	AMB	60	205 New Route	2 MT	Anna Nagar
10.	AMB	60		2 MT	Ambattur
11.	AMB	60	206 New Route	2 MT	Avadi

Sl. No.	DAIRY	Proposed K.M To& Fro	Proposed Route No.	Cap.	Attached zone
12.	AMB	30	157	5 MT	Anna salai
13.	AMB	30	158	2 MT	T.Nagar
14.	AMB	30	159	2 MT	Triplicane
15.	AMB	50	161	2 MT	Ambattur
16.	AMB	55	207 New Route	2 MT	Avadi
17.	AMB	80		5 MT	Ambattur
18.	SNR	70	134	2 MT	Mylapore
19.	SNR	70	208 New Route	2 MT	Adyar
20.	SNR	80		2 MT	Palavakkam
21.	SNR	80	209 New Route	2 MT	Palavakkam Kelam bakkam
22.	SNR	100		2 MT	Pallavaram
23.	SNR	100	210 New Route	2 MT	Pallavaram
24.	SNR	50		2 MT	Medavakkam
25.	SNR	80	211 New Route	2 MT	Velachery
26.	SNR	100		2 MT	Tambaram
27.	SNR	100	212 New Route	2 MT	Tambaram
28.	SNR	150		2 MT	Maraimalai nagar
29.	SNR	150	213 New Route	2 MT	Maraimalai nagar
30.	SNR	75		2 MT	Hi-Tech parlours

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1. INSTRUCTION OF THE TENDERS

This is a two-cover system tender.

- a. Cover-A-Pre-qualifying technical bid
- b. Cover-B-Commercial bid for price-quote schedules.

Cover "A" & "B" should be sealed separately

- I. Cover "A" should contain the following details.
- a) EMD Remittance details with DD or PAY ORDER
or
Proof of exemption of EMD payment.
 - b) Tender forms - 1, 2, 3 A & 3 B
 - c) Signed copy of the Standard Tender General Terms and conditions.
 - d) Undertaking
 - e) Affidavit for leased vehicle

Cover A should be superscribed as "Tender for the Transport Contract for the period 2022-24 (Insulated) - Cover A"

- II. Cover "B" should contain the rate quotation (Form No.4) only.

Cover "B" should be superscribed as "Rate for Transport Contract for Route No.....Route Name"

Both the cover A and B should be put in one larger cover superscribed as "Tender for the Transport Contract for the year 2022-2024 ."

Read all the terms and conditions of the two cover tender before to start filling up and all the columns in the Tender documents and schedules to be filled in and signed and no column should be left blank.

1. Separate tender form should be submitted for each route. Only one Tender should be sent in one envelope. (the envelope supplied by the Federation alone should be used. For those who downloaded the tender form through website can alone be permitted to submit the tender in other cover) For any violation the tender will be rejected. Those who download the tender form should furnish separate Tender Form for each Route. For any violation the tender will be rejected.
2. The tenderer shall submit tenders in person or by post or courier or by electronic submission through the designated website www.tntenders.gov.in as provided in the **TNTT Rule 18(1) and 18(3)**.
3. The Federation shall not be responsible for postal delay.
4. Tender form containing overwriting, erased and rates not shown in words will be rejected.
5. In case of discrepancy in rates as shown in figures and in words, the tender accepting authority will take the lowest of the two.
6. The tenderer shall sign in every page of the tender document and shall ensure that the document is complete in all respects.

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7. The tenderer must satisfy himself thoroughly about the geographical area to be covered, nature of work, local conditions and the requirement of the Federation before submitting his tender.
8. The person signing the tender should be the Proprietor / Partner / Managing Director or any other person duly authorized to sign the tender document. In the latter case, authorization letter should be attached. As in the case of co-operative society the president or secretary should sign in the tender document where ever required. A copy of the society resolution to the effect should be attached with every tender document.
9. The tenderer should read each and every page of the tender document and understand the implications fully and offer the tender only if he could discharge the obligations set out in the tender documents.
10. The offer of the tender in the commercial bid should be valid for a minimum period of **120 days** from the date of opening of the Technical Bid.
11. The tenderer who are downloading the document from the website are instructed to look for any corrigendum after the date of pre bid meeting, for any amendments if any issued. They are advised to download the above amendment and enclose it without fail along with the technical bid document, duly authenticating.
12. If the tenderer has already been blacklisted by any Government/ Government Undertakings/ Co-operative societies, his/her/societies/companies tender will be rejected. In case information about such black- listing comes to the knowledge of the Federation after awarding of the tender, the contract will be terminated, liquidated damages will be levied apart from taking penal action including blacklisting.

SIGNATURE OF THE TENDERER WITH SEAL AND DATE

2.0 GENERAL TERMS AND CONDITIONS

- 2.1 The Tamilnadu Cooperative Milk Producers' Federation Ltd. will not accept any variations in conditions stipulated in the tender.
- 2.2 Any suggestion in the tender, for any modification of the tender conditions will not be entertained and the conditional offer will render the tender invalid.
- 2.3 The tenderer can attend the pre-bid meeting where the clarifications sought for by the tenderer will be given and the minutes of the pre-bid meeting will be uploaded in the website.
- 2.4 The contract period for insulated vehicles is 2 years from the date of awarding of contract.
- 2.5 Any failure on the part of the tenderer in performing the contract for the full contract period will render the tenderer liable for penal consequences and liquidated damages as specified in the tender agreement which also forms part of tender document.

2.6 SUBMISSION OF TENDER:

The Tender cover should be sealed and should be addressed to the Joint Managing Director, TCMPF limited, No.3A, Pasumpon Muthuramalinganar Salai, Nandanam, Chennai-35 and sent before the due date and time.

All the enclosed tender documents shall form part of the contract.

The Tenderer should study all the operations /local condition at the loading unloading point/s and routes. It would be presumed that the Tenderers have acquainted themselves with each stage of work involved and the working conditions existing at the location, before submission of tender. Tenderer or his/her representatives should personally deposit the tender well before the closing time and date in the tender-box earmarked for the purpose. Federation will not accept any responsibility if the tender is not dropped in the Tender-box personally by the tenderer. If the tender is submitted by post, the same must be sent by "Registered Post/Courier". **The cover should be superscribed in bold letters with Tender No./Closing date and it should be addressed as per address mentioned in the cover supplied by the Federation.** The postal delivery must take place before the due date & time of tender closing and the **Federation is not responsible for the postal delay.**

2.7 PERIOD OF CONTRACT:

The Transport Contract shall be for a period of 2 years from the date of commencement of operation of the Tender-approved vehicles in Sachet Milk Routes. The contract should be extendable for another period of **6 months** under the same terms and conditions.

2.8 NATURE OF TRANSPORT:

The commodities generally to be transported are mainly Sachet milk and milk products. The number of points and carrying load will be decided by the Federation and then successful tenderer should adhere to the same.

2.9 CONDITION OF THE VEHICLE:

The commodities to be transported being perishable, the transportation has to be swift, efficient, and prompt. Very high hygienic standards shall be maintained. The vehicle should be fit and in roadworthy condition, provided with facilities like self starter, insulated body, lights properly fixed including head lights, necessary tools including stepney tyres, fuel and other accessories etc., and should satisfy all the specifications and conditions stipulated under Serial No.13.0.

2.10 E.M.D.

- i. The tender shall be accompanied by an EMD of **Rs.10,000/-** per Insulated Vehicle, as Demand Draft / Pay Order drawn on a Nationalized Bank / Scheduled Bank in favour of "TCMPF Ltd. Payable at Chennai.
- ii. If the tender is submitted through e-tender, then the EMD should be dropped in the tender box before the closing time.
- iii. Tender without EMD will be summarily rejected.
- iv. EMD will not carry any interest.
- v. EMD will be refundable to unsuccessful Tenderers by crossed account payee cheque after the tender is finalized.
- vi. If the Tenderer, for any reason, withdraws his offer (or) stipulates any conditions in his offer, the EMD will be forfeited.
- vii. The tenderer who claims exception from payment of EMD under the G.Os., should submit the copy of the G.O. In the absence of G.O., the tender will be summarily rejected.
- viii. In the case of successful tenderer, the EMD paid shall be adjusted against the Security Deposit payable to the Federation.

3.0 Pre qualification criteria

The pre-qualification tender/ COVER-1 technical bid will contain the under mentioned aspects pertaining to the contractor about their suitability capacity, financial status, antecedents etc. The conditions are:-

- 3.1 **Experience:** Milk is a perishable commodity and handling it requires experience. Hence the Tenderers shall have minimum **2 years experience with in the last 7 years period in sachet milk distribution through insulated vehicles in a Government / Government Under takings / Co-operative dairies / any private dairy with total handling capacity of minimum one lakh litres per day**. The 2 years experience of the Tenderer should be in the same name as the bidding entity. The five year period will be calculated proceeding from the date of publication of notice inviting tender. The tenderer should submit valid documents to prove his experience in sachet milk distribution through insulated vehicles.
- 3.2 The Insulated Vehicles shall be in roadworthy condition and its **age must be lesser than 12 years** as on the date of publication of notice inviting tender. The age of the vehicle will be calculated from the date of first registration of the Insulated Vehicle(s).

- 3.3 The R.C. Books of the Insulated Vehicles shall be in the name of the contractor in the case of sole owner. If the contractor is in any partnership in force, R.C. Book shall be in the name of either the firm or one of the partners and in the case of companies, the R.C. Book shall be in the name of the company (or) in the name of Director (or) duly authorised person on behalf of the company. In the case of Co-operative Societies, the RC book shall be in the name of society or in the name of member of the society. Provided an individual who is a sole owner and or partner in more than one firm and or a director of a company or companies and or a member of Co-operative society or societies, having RC Books in his name shall offer his tender only in respect of any one of the above institutions viz. proprietary or firm or company or co-operative society.
- 3.4 The vehicle should be in the name of the tenderer.
- 3.5 The Tenderer shall submit the following along with his tender documents.
1. Photostat copy of PAN card.
 2. Name and full address of his Bankers.
 3. Photostat copies of (a) RC book, (b) Fitness Certificate, (c) Insurance Certificate, (d) Permit suitable for milk transportation (e) FSSAI Certificate indicating vehicle no. and owner name (f) Road Tax (g) Identity proof which can be a ration card, Aadhar card, Election Commission's ID card, Driving License (or) Passport.
 4. To prove his past experience in sachet milk distribution through insulated vehicles, Photostat copy of the work order and the related performance report should be submitted along with the Tender.
- 3.6 The tenderer should enclose the copy of the deed / agreement or other documentary evidence under statute to show that he is the sole owner/ Partner of a firm / Director of the company / member of co-operative society.
- 3.7 The documents submitted should be genuine and reflect the correct position as the tender accepting authority is guided by the documents filed by the tenderer. If any document of the successful tenderer is found to be bogus or false, apart from terminating the contract, penal action will be taken by collecting liquidated damages from the tenderer.
- 3.8 The Insulated Vehicles registered in the State of Tamil Nadu alone are eligible to participate in the Tender.

SIGNATURE OF THE TENDERER WITH SEAL AND DATE

4.0 TENDER EVALUATION CRITERIA:

This tender is floated in two cover system i.e. Technical bid & Commercial bid. Technical bids will be first opened on the scheduled date and will be evaluated. Commercial bids of the tenderers who have qualified in Technical bids, will be opened on subsequently notified date.

Anybody who wants to operate for more than one route should possess the required of vehicles on his own (or) on lease.

4.1 TECHNICAL BID EVALUATION:

The Tenderer has to produce the vehicle for Technical Fitness Check up and insulation Quality efficiency check up before the authorized Officials of Federation and obtain both the fitness certificates on receipt of the work order within 15 days. The Federation Officials decision on Technical Fitness and Quality efficiency fitness is final.

- I. The vehicle should be in the name of the tenderer.
- II. EMD in the form of DD /Pay Order should be enclosed. If not, Proof of Specific exemption order should be enclosed.
- III. The vehicles, quoted in the Tender should be produced for inspection by Federation Officials
- IV. The vehicles shall be with valid documents and in good roadworthy conditions. i.e.(a) The vehicles should possess valid fitness certificate by the Road transport authorities (b) Valid road tax c) Insurance and (d) Permit. **(The grace days for the road tax, insurance and permit will not be taken into consideration)**
- V. The vehicles shall be in roadworthy condition and the **age of the vehicle must be lesser than 12 years on the date of publication of notice inviting the tender.** Net carrying capacity after completing insulation work should be minimum 8 M.Ts./5M.Ts/2M.Ts
- VII. The tenderer should produce all the original documents of the vehicle in full shape at the time of technical evaluation.

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4.2 **COMMERCIAL BID EVALUATION:**

- I. Ranking of the Tenderer i.e.L-1, L-2,L-3 etc will be decided on the basis of ascending order of rate **PER DAY / PER LITRE**.
- II. In case rates by L-1 Tenderer are acceptable to the Federation, vehicle offered by the L-1 Tenderer will be allocated.
- III. In case, rate offered by L-1 tenderer is on higher side, negotiation will be carried out with L-1 Tenderer. Vehicle offered by the L-1 tenderer will be allotted at the revised rates accepted by them during negotiation.
- IV. A situation may arise that more than one tenderer may quote the L1 rate. In such a case, the L1 quoted tenderers may be asked to submit a revised offer in writing in a sealed cover to the committee members and based on the lowest rate, the decision will be taken.
- V. A situation may arise even in the revised offer more than one tenderer may quote a same price. The same above procedure shall be followed till a single tenderer offers the lowest price.
- VI. A situation may arise that more than one tenderer may quote the same rate for the same route as L1 and if he refuses to reduce the rate, then (a) month and (b) the manufacturing year of the Tendered vehicle will be checked and preference will be given to the latest vehicle.

4.3 **NEGOTIATION:**

- I. Negotiation will be held with the L1 Tenderer. Also Federation reserves the right to negotiate with any or all Tenderers if required as per the provisions of T.T.Act. Tenderer(s) may be required to visit this office as advised to them for negotiation/Verification of documents entirely at the cost of Tenderer.
- II. Only the proprietor or authorized representative of the firm should personally attend such negotiation as commitments made and / or clarification given during negotiations will be binding on the Tenderer. He should carry the necessary authorization to attend such negotiation and hand over the same to the Federation's representatives participating in negotiation.

5.0 **PRODUCTION OF VEHICLES:**

The tendered vehicle should be produced on the first day if the commencement of the contract, which is compulsory: failure to produce the vehicle will lead to termination of the contract. If tendered vehicle is not insulated, penalty will be levied from the 31st day of the contract in their charges bill.

After the awarding of contract, if the **tendered vehicle could not be produced on the 1st day**, alternative vehicle with all qualifications attached to the tender conditions should be produced immediately. On proper request, Federation reserves the right to extend time **upto 30 days without penalty, from 31 days to 60 days with penalty of 40% trip charges per trip, from 61 days upto 90 days with penalty of 60% of trip charges per trip**. Failure to produce insulated vehicle within this 90days will lead to automatic cancellation of the contract and the Security Deposit and the pending bills amount shall be forfeited automatically and the contractor is responsible for the spoilage of milk and related expenses due to non-insulation in the period.

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Vehicles should be produced with following conditions:

With endorsement in the R.C. Book & Permit.

With net carrying capacity (after insulation) as 8 MT/5 MT/2MT
Insulation Efficiency certificate from the DGM (QC) of the Federation and
Fitness Certificate from DGM (Engg) Transport unit of the Federation.
FSSAI Certificate indicating vehicle number and owner name

6.0 HIRE CHARGES:

1. The Unit of working in one trip is **to and fro** journey from the Dairies of the Federation, loading and carrying out commodities from the starting point to the ending point as per the route schedule or as per the allotment of the vehicle by the Federation. It includes loading the consignment in good conditions into the vehicle at the loading dock, delivery of commodities and collection of tubs and handing over the empty tubs back and return of the undelivered commodities, if any, to the Federation Dairy in the same trip itself.
2. The Transport charges will be paid **ON PER DAY / PER LITRE** at the rate approved by the Federation.
3. The Tenderer agrees to claim / restrict the hire charges as agreed in the Tender / Negotiation and if the average K.M is increased / reduced, the transport charges will be paid / restricted as follows: **However if the Kms increases / decreases within 5 Kms it will not be considered for each K.M the cost of Diesel alone shall be paid / deducted. The fuel consumption will be worked out at the standard rate as detailed below:**
 - I. **For 8 MT net carrying capacity, 5 K.M per litre of diesel & For 5 MT net carrying capacity 8 K.M per litre of diesel., the decision of the Federation is final and binding on the contractor.**

6.1 LIABILITY:

The contractor's vehicle crew are responsible for the collection of amount for the quantity of milk supplied / delivered by them through the swiping machines provided to them by the Federation. They have to handover the corresponding statement to the control room after completing the supply.

7.0 FITNESS CLEARANCE:

The contractor should obtain the fitness certificate from the RTA (Regional Transport Authority) concerned for the vehicles selected in the tender as closed vehicle with minimum net capacity (after insulation) as **8 MT to carry 7000 Lits, / 5 MT to carry 4320 Lits / 2MT to carry 1752 Ltrs** of sachet milk with tubs, throughout the contract period. The insulated vehicle shall have to maintain the temperature of the milk for a minimum period of 6 hours. In such a way that the rise in temperature of sachet milk should not be more than 2°C at test conditions for 6 hours; eg. when the sachet milk is loaded at 6°C, the temperature after 6 hours should not be more than 8°C. To this aspect, a quality certificate has to be obtained from the DGM (QC), TCMPF LTD.

If the vehicles are not insulated, then at the time of technical evaluation, the successful tenderer should submit an undertaking to insulate the vehicle and assure to obtain fitness / quality efficiency certificate from the DGM(Engg.) Transport unit / DGM(QC) respectively within 90 days from the date of commencement of the contract. Till the insulation and obtaining of the Fitness/Quality efficiency certificate penalties will be levied as given below:

- **Upto 30 days without penalty,**
- **From 31 days to 60 days with penalty of 40% of trip charges per trip.**
- **From 61 days up to 90 days with penalty of 60% of trip charges per trip.**
- Failure to produce the tendered vehicle within this 90 days it will lead to automatic cancellation of the contract.
- The transport contractor is also responsible for spoilage of milk if any due to non-insulation. The contractor has to indemnify the spoilage and allied losses / expenses if any.

8.0 Loading

The vehicle crew of the contractor will receive the milk tubs from the casual labour/contract labour/SMA of the respective Dairies at the loading dock. On receiving the milk tubs at the loading dock, the vehicle crew will load and stack the milk tubs inside the vehicle. At any point of time, the vehicle crew should not be utilized for the purpose of shifting of milk tubs inside the dairy to the loading dock, in order to avoid the pilferage of milk.

The contractor should take delivery of the commodities belonging to the Federation from the respective Dairies or from other places and transport the same to the various Milk Booths/Parlours/Depots/AVMs and distribution points for supply within Chennai Metro and its suburban areas within the stipulated time. The contractors' representative either driver or any authorized person accompanying the consignment in the vehicle shall acknowledge the receipt of commodities/ crates/ tubs/ cans etc. The said acknowledgement by the person receiving the commodities loaded in the vehicle will be a valid one and binding on the contractor. The empty tubs should be collected and should be handed over to the dairy in the same trip. If Milk could not be supplied due to heavy rain / flooded area to the milk Booths / Parlours / Depots / AVMs and Distribution points etc., the milk with tubs to be handed over to the Manager (Distribution) of concerned dairy and obtain his signature.

9.0 OPERATION SCHEDULE:

At the time of supply of commodities to the respective distribution points the tenderer should get signature in the schedule and submit the copy to the marketing office for releasing every FN payment and supply should be completed and the vehicles should reach the last point and should collect empty tubs. The vehicle after collection of all the empties from all the depots and distribution points in the specified routes should reach the Dairy within the time specified for every route. The empties and return commodities have to be returned to the respective Dairies or other Dairies and properly accounted for by the contractor on the same trip and the ultimate responsibility rests with the contractor only.

From which point the empty tubs should be collected first will be as per the decision of the Federation. In case of emergency or due to administrative reasons, the Federation is at the liberty to order for the transfer of any one vehicle or all the vehicles to other Dairy continuously or occasionally for transportation of Milk to its Booth / Depot / Parlour / AVMs and distribution points and the contractor or his/her crew shall scrupulously follow such orders promptly and efficiently. Refusal for the change of Dairy to Dairy will attract penalty as fixed by the Federation.

10.0 SPARE VEHICLES:

It is the primary responsibility of the contractor to arrange for substitute/spare vehicle(s) (insulated vehicles) in case the tendered vehicle(s) cannot be produced due to some valid reasons. If they fail to produce substitute / spare vehicle(s), the Federation can engage a vehicle from the open market and the expenditure incurred by engaging the vehicle from the open market or by the Federation (actual cost including the labour cost), shall be deducted from the hire charges bill and in addition a lump sum amount as decided by the Federation shall be deducted towards the administrative expenditure apart from deducting the incidental charges such as spoilages, loading & unloading charges, damages etc.

The trip charges applicable for the substitute/spare vehicles (insulated vehicles) arranged by the transport contractors shall be **Rs.500/-** less than the rate approved by the Federation. In case other than insulated vehicles are operated, the penalty will be **Rs.1,000/-** per trip and for the vehicles arranged by the Federation shall be that actually agreed to be paid by the Federation and that rate charge shall be deducted from the contractors bill as stated above.

11.0 DOCUMENTS:

The tenderers should submit the following documents along with the tender failing which the tender is liable for rejection.

- I. Xerox copy of (a) RC book (b) valid Insurance (c) valid Permit and (d) valid FC (e) Road Tax, (f) Pollution certificate to be submitted along with tender documents by the tenderer.
- II. The grace days for the road tax, permit and for obtaining FC will not be considered. Only current valid certificates /endorsements are alone considered.
- III. Originals of the above documents have to be produced at the time of verification of documents.
- IV. The R.C. Book should be in the name of the Tenderer/partners/directors/members of the Society on the day of submission of tender documents. Otherwise the tender/ vehicle shall be rejected.
- V. FSSAI Certificate indicating vehicle no. and owner name.

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12.0 CHANGE OF VEHICLE:

The vehicles originally allotted alone should be operated throughout the tender period. However the Federation reserves the right to permit the contractor to ply the alternate / substitute vehicle provided it is furnished with documentary evidence. The alternate vehicle should also satisfy all the tender conditions. However, the Federation reserves the right to accept or to reject the request of the tenderer in that regard even after completing the fitness and quality efficiency inspection by Federation.

The substitute vehicle replacing the original vehicle will be allowed if the model is later than that of original tendered vehicle on onetime payment of Rs.10,000/- per vehicle/case. Federation's decision is final and binding.

13.0 SPECIFICATIONS OF THE INSULATED VEHICLES:

- A. The vehicles should be in roadworthy condition and only the vehicle manufactured within **12 years** on the date of publication of notice inviting tender will be eligible for this tender and it should duly be authenticated by the RTA(Regional Transport Authorities).
- B. The vehicle should accommodate minimum 7000 /4320/1752 Liters of Sachet Milk with Tubs. The net carrying capacity (**after insulation**) should be not less than 8 MT/5MT/2MT for operation.
- C. The vehicle should be fully covered with metal body, having a minimum clearance of 5.6' (five feet and six inches) inside height.
- D. The floor of the vehicles should have strong wooden planks without holes. It should also be possible for washing without water stagnation. There should be no protruding or projecting bolts or flats on the surface of the floor or on the sides of the inside body of the vehicle.
- E. Two numbers of roof lights to be provided inside the body with controlling switches.
- F. The vehicle should be without dents. Neatly painted in Multi colour or quality Vinyl Sticker in Multi Colour of 8' x 10'should be affixed as per the design given by the Federation once in a year and as per the colour scheme and symbols given by the Federation, at the cost of the Contractor. If the colour fades, the same sticker or painting has to be repainted or new stickers have to be affixed at the cost of the contractor. Also must carry board/messages as required by the Federation.
- G. The insulation of the vehicle should be in such a way that the rise in temperature of sachet milk should not be more than 2°C at test conditions for 6 hours; eg. when the sachet milk is loaded at 6°C, the temperature after 6 hours should not be more than 8°C. The decision of the Deputy General Manager (QC) is final and binding.
- H. The vehicle must be in good mechanical condition. The vehicle should possess valid current Fitness Certificate issued by the RTA throughout the contract period. The opinion of the Dy.General Manager (Engg) Transport unit of the Federation or his authorized representative regarding the condition of the vehicles shall be obtained from time to time as desired by the Federation. The decision of the Federation with reference to mechanical condition shall be final. Such vehicles which are not of required specifications and conditions will be removed from operation (or) plying and are liable to be removed from the approved list of the Federation

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- I. Other statutory requirements like RC book, Road Tax, Fitness Certificate, Permit, Pollution certificate, FSSAI and Insurance certificate should also be produced whenever required by the Federation, failing which the contract will be liable for termination.
- J. After insulation, the vehicle/vehicles should be produced with necessary endorsement in the relevant records like R.C Permit, insurance certificate etc., and the contractor shall obtain the fitness clearance from the RTA. A copy of the same should be submitted to this office. If the tendered vehicle does not possess the required minimum carrying capacity of 8MT/5MT/2MT (after insulation), the contract will be automatically cancelled and the SD/Addl. S.D and the pending bill will be forfeited.
- K. The vehicles which are reported for break-downs or short-parking for more than 3 occasions within the period of 3 months, such vehicles will be sent for re-inspection. A sum of Rs.500/- per trip will be imposed as penalty till the contractor obtains the fitness clearance certificate from the RTA.
- L. **The vehicle must be insured against any loss of property such as milk, tubs and GPRS instruments etc.** and persons of any kind including that of third party. If any accident occurs during the deployment of the vehicle to any third party or to their properties and any civil / criminal liabilities out of such accident occur, the contractor alone is liable to pay any compensation to them and the Federation shall in no way be liable or responsible for any legal consequences and shall not be liable to pay any compensation as may be claimed by the third parties. The loss to the Federation also shall be borne by the contractor.

During the contract period in case the insulation is damaged and

If the vehicle does not confirm to or satisfy any of the specifications or conditions stipulated above, it will be treated as substitute vehicle during that period and hire charges will be paid less per trip as detailed below:

- **Upto 30 days without penalty,**
- **From 31 days to 60 days with penalty of 40% of trip charges per trip.**
- **From 61 days up to 90 days with penalty of 60% of trip charges per trip.**
- Failure to produce the tendered vehicle within this 90 days it will lead to automatic cancellation of the contract.
- The transport contractor is also responsible for spoilage of milk if any due to non-insulation. The contractor has to indemnify the spoilage and allied losses / expenses if any.

- M. **90 days time will be allowed to produce the insulated vehicles. 1st 30 days no penalty. After 31days to 90 days with penalty.** The specification mentioned should be adhered to, the contract will automatically be terminated, if the successful contractor fails to produce the insulated vehicles with the tendered specification or fails to obtain quality acceptance certificate from the DGM(QC) within 90 days from the date of award of the contract. In case of such failure, the Security Deposit and the pending bills amount shall be forfeited automatically and the contractor will be responsible for the spoilage of milk & related expenses.
- N. The insulation efficiency of the vehicles are subject to re-inspection as and when the Federation desires to do so.

14.0 CHANGE OF ROUTE AND DAIRY:

- A. The Federation reserves the right to transfer the vehicle for any number of days as desired by the Federation to the other dairies / other routes at time of emergency or for any other reason. The decision of the federation is final. The hire charges will be settled based on the contractor's tendered rate.
- B. The Tenderer should not offer vehicles which are already under operation in the Federation / in other DCMPUs / any other organization. Any violation of this condition should render the tender invalid. In case such violation is noticed after awarding of contract, the contract will be terminated and liquidated damages will be levied apart from blacklisting of the tenderer.
- C. The Insulated Vehicles shall be in roadworthy condition and its age must be lesser than **12 years** as on the date of publication of notice inviting tender. The age of the vehicle will be calculated from the date of first registration of the Insulated Vehicle(s).

15.0 APPOINTMENT OF SUPERVISOR:

It is the responsibility of the contractor who has been awarded with 3 or more vehicles to appoint a separate capable supervisor to the dairy where his/her vehicles are deployed. The supervisors should be made available at the dairies at the time of loading of milk tubs and dispatch.

It is the primary responsibility of the respective supervisors to see that the vehicles belonging to their contractors are parked in time and also to ensure that the vehicles are loaded properly and dispatched in time. It is also the responsibility of the supervisor to ensure that the vehicle crew are available near the vehicle at the time of loading / despatch. In case the contract vehicles are less than 3, the Federation reserves the right to ask for engaging supervisor, based on the performance of the vehicle. The supervisor should sign in the register maintained at the O/o Manager (Distn.). Failure to attend duty / sign in the register attracts penalty of **Rs.500/-** per day which shall be recovered from the contractor's bill.

16.0 ISSUE OF IDENTITY CARD:

It is the responsibility of the contractors to issue photo identity cards duly authenticated compulsorily to their vehicle crew without fail. **The contractors shall also submit four copies of photographs of their vehicle crew and the bio-data of the crew to the G.M (Mkg) within five days from the date of issue of the contract order so as to forward the same to Vigilance section for obtaining verification and clearance of the vehicle crew.** No crew shall be allowed to enter into the Dairy premises or to ply the vehicle without Identity Cards. It will attract levy of penalty of Rs. 500/- per occasion. For the temporary vehicle crew engaged by the contractor, the contractors are permitted to issue temporary pass for the vehicle crew in not exceeding 4 days. The vehicle crew without photo identity or temporary pass will not be allowed in the dairy.

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In addition to this, a declaration form shall be obtained from the vehicle crew for assuring that they will not participate in action like strike/stoppage of work/refusal to park vehicle/refusal to load/refusal to operate vehicles etc., and participation in such activities will make them liable for criminal action against them.

17.0 UNIFORM TO VEHICLE CREW:

The contractor shall provide Khaki uniform to the vehicle driver, C.L. and Helper and it is the duty of the contractor to ensure that vehicle driver, C.L. and Helper wear uniform while they are on duty.

18.0 PARKING OF EMPTY VEHICLES:

The vehicle / empty vehicles shall be parked at the areas ear-marked by the Federation outside of the Dairy premises. Failure to do so will attract penalty as decided by the Federation.

19.0 RETURN OF EMPTY TUBS:

- (a) It is the responsibility of the contractor to collect back all the empty tubs in the same trip.
- (b) In case of break-down after completing the supply, it is the responsibility of the contractor to arrange for the return of the empties during the same trip.
- (c) If any empties are kept due, double the cost of the empties shall be recovered and the request of the contractor for the refund shall not be entertained.

20.0 Finalization of Tender

- A. After opening of the Technical Bids, the eligible tenderers will be called for the commercial Bid opening.
- B. The Tenderer shall quote his rate which shall include all operating expenses (direct and indirect) such as tollgate fees, permit charges, wages, vehicle insurance, etc. for transporting through insulated vehicles.
- C. The price of diesel prevailing on the date of publication of notice inviting tender will be taken for evaluation of the rates offered by the tenderers.
- D. The rates quoted will remain firm throughout the period of contract. Once the contract is awarded to the tenderer, the charges payable to the tenderer for the work extended will be only at the rate accepted and finalised by the Federation. Even during the extension of contract period, the tenderer will be paid the same tender-approved rate. The tenderer cannot claim any extra amount on this account.
- E. However, the contract rate will be adjusted for any variations in the price of diesel occurring subsequent to the date of work order. The increase/decrease in **rate will be based on MRP of HSD sold by public sector oil companies in Chennai** and mileage will be calculated as follows:
 - 1) For 8.0 MT net carrying capacity after insulation : 5.0 KM per Litre
 - 2) For 5.0 MT net carrying capacity after insulation : 8.0 KM per Litre
 - 3) For 2.0 MT net carrying capacity after insulation : 10.0 KM per LitreThis variation will be calculated on the basis of the price of diesel prevailing on the date of publication of notice inviting tender.
- F. The contractor has to pay the necessary TOLLGATE FEE.

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21.0 SECURITY DEPOSIT:

- A. The successful Tenderer shall execute an agreement with the Federation on a Rs.100/- valued Non-judicial Stamp Paper incorporating the terms and conditions of the contract within fifteen days from the date of issue of work order. Each successful Tenderer before execution of the agreement shall furnish a Demand Draft / Pay Order from a Nationalized Bank / Scheduled Bank drawn in favor of the TCMPF Ltd. payable at Chennai at the rate of **Rs.75,000/- per vehicle for 8.0 MT insulated vehicle and Rs.50,000/- per vehicle for 5.0MT insulated vehicle and Rs.25,000/- per vehicle for 2.0 MT insulated vehicle** as Security Deposit to the Federation or the successful tenderer shall furnish irrevocable **bank guarantee for a period of two and half years** for the above security amount value.
- B. The aforesaid security deposit will be adjusted against any claim of the Federation against the tenderer. In case the vehicles offered by the tenderer during the validity of the contract or withdrawn and alternative/substitute vehicles are not provided, the security deposit will be liable to be forfeited or will be recovered from irrecoverable Bank guarantee.
- C. The EMD will be automatically converted as a part of Security Deposit for the successful tenderers.
- D. Any loss or damages arising out of the contract would be adjusted against the Security Deposit and recoverable from irrecoverable Bank guarantee for a period of two and half years. Any damages in excess of the Security Deposit will be recovered from payment due to the contractor under this contract or deposit / payments due to the same contractor under any other contract with the Federation.
- E. The Federation reserves the right to increase the Security Deposit amount at its discretion.
- F. In case, if for any reasons, the Tenderer withdraws the tender/ could not produce the insulated Vehicle(s) in any stage during the period of contract, the Joint Managing Director reserves the right to forfeit the Security Deposit (including EMD) and the pending bills amount or will be recovered from irrecoverable Bank guarantee.
- G. No interest will be paid on the E.M.D./ Security Deposit /Additional Security Deposit. This shall be refunded after six months of the successful completion of the contract or audit/ reconciliation whichever is earlier and subject to the production of original receipt.
- H. In the event of extension of contract, the Security Deposit shall be retained for the extended period of contract or the contractor shall extend the Bank Guarantee period to the extent of extension of contract period. The Security Deposit shall be refunded after six months of the successful completion of the extended period of contract or audit / reconciliation whichever is earlier and subject to the production of original receipt.
- I. The security Deposit is liable to be forfeited in case of termination of the contract.

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22.0 EXECUTION OF AGREEMENT:

- A. Successful tenderers will produce vehicles, which have been finalized in the tender along with all original documents for verification at any time during the tendering process as directed by the Federation.
- B. Successful Tenderers would be required, before undertaking the contract, to execute the agreement within the specified days from the date of issue of provisional letter failing which EMD is liable to be forfeited and the offer shall be withdrawn.
- C. The successful tenderers should become an Associate Member of the Federation.
- D. Federation would supply two sets of Agreement forms to the successful tenderer along with the offer letter. Both the sets of **Agreements are to be signed with the firm's seal and returned to the Federation along the letter confirming acceptance of the offer letter**. One copy will be returned to the successful tenderer duly signed by competent authority of the Federation.
- E. When the person who signed the tender is not the sole proprietor, necessary Power of Attorney authorising the signatory to act on behalf of the proprietor /firm should be produced before signing the agreement and an authenticated copy of the Power of Attorney should submitted for the Federation's record.
- F. All the terms and Conditions stipulated in the Notice inviting Tender, tender documents, all tender related correspondence (Pre-Tender meeting minutes) etc., shall form part of contract.

FAILURE TO EXECUTE AGREEMENT AND/OR FAILURE TO FURNISH REQUIRED SECURITY DEPOSIT WITHIN THE PRESCRIBED TIME MAY RENDER THE TENDERER LIABLE FOR FORFEITURE OF EARNEST MONEY DEPOSIT AND WITHDRAWAL OF OFFER WITHOUT FURTHER NOTICE AND ALSO WITHOUT PREJUDICE TO THE RIGHTS OF THE FEDERATION TO RECOVER DAMAGES UNDER LAW.

23.0 EXTENSION OF CONTRACT PERIOD:

Due to administrative reasons, if circumstances warrant, the contract is extendable at the discretion of the Federation for a further period of six months beyond the expiry of the period, at the same trip charges under the same terms and conditions. Any failure of the contractor to comply with such extension shall end in the forfeiture of S.D / Addl. S.D. and the pending bills.

24.0 PRESENTATION OF BILLS:

- A. The bills are to be presented by the contractor once in a fortnight and it will be settled **within 15 working days** from the date of submission. **The bills should be presented within 3 days of the completion of 1st or 2nd Fortnight; otherwise the bills will be settled along with the next bill.** Recoveries due to short accounting of commodities and shortages of empties and penalties due for reasons noted in the schedule/inspection reports and other dues referred to in the respective clauses of this agreement shall be deducted from the next or any of the bills.

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- B. The Deduction of Income Tax at source under Section 194(C) of Income tax Act shall be made on the amount payable to the contractor unless proof of such payment of I.T. or exemption from TDS is produced or enclosed by the Contractor, to avoid any penalty that may be imposed on the employer i.e. Federation. The details of recoveries will be sent along with the payment. Representation on such recoveries and penalties of the bill, if any, by the contractors should be submitted **within 15 days** from the date of receipt of respective bill amount. Any complaints / claims made after 15 days from the date of receipt of respective bill amount shall not be entertained by the Federation.
- C. The Federation will also deduct any other statutory deductions as per the Acts and Rules in force.

25.0 Liability of the contractor towards his employees.

- A. The relationship between the Federation and the tenderer is one of principal to principal and not one of principal to agent.
- B. The tenderer is obliged to discharge the contractual obligation by engaging his own men and materials. The Federation will have no connection whatsoever with the men engaged by the Tenderer.

26.0 OTHER TERMS & CONDITIONS

- A. Any deviation from the specifications to the disadvantage of the quality of Insulated vehicles would entitle the Federation to take penal action on the tenderer, including termination of contract.
- B. In case milk transported by the successful tenderer is spoiled due to any failure or lapses or deficiency in providing the above stated requirement, the tenderer should make good the loss as ascertained by the Federation, apart from facing the penal action that may be taken against him under the contract.
- C. Quality of service and time are the essence of the tender. The time schedule for the operation of Insulated Vehicles will be given by the Federation and the Insulated vehicles should be operated scrupulously following the time schedule, as any delay in the same would cause loss, damage and impairment of quality of milk supplied by this Federation.
- D. The authorities of the Federation may inspect the Insulated vehicles of the successful tenderer. After inspection, if any suggestion is given for improved upkeep or maintenance or replacement of parts, the same should be carried out by the successful tenderer without delay.
- E. If the authorities of the Federation demand any record like Log Book, Trip sheet, R.C.Book, Insurance certificate, permit, FSSAI etc., the same should be produced.
- F. If the Insulated vehicles provided by the tenderer are in bad condition / found to be unfit for milk transportation it shall be disengaged and the tenderer shall make immediate alternative arrangement for milk transportation so as to avoid any dislocation in milk distribution.

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- G. The successful tenderer should provide only sound vehicle for the contractual work. In case of development of sudden defect, the tenderer should get the vehicle repaired immediately.
- H. In case of plying such defective vehicle, the tenderer should immediately inform the Federation and the tenderer will be paid hire charges less by 5% per trip till it is rectified. However such vehicle should not be used beyond 30 days. If such vehicles are used beyond 30 days, the contract of that vehicle will be terminated, forfeiting the Security Deposit and levying liquidated damages.
- I. If the tenderer fails to inform the Federation about the use of defective vehicle and if the Federation comes to know of that, the Federation will issue notice to the contractor to rectify the defect within 7 days of receipt of notice. If the contractor fails to rectify the defects pointed out within 7 days of receipt of notice, the Federation reserves the right to terminate the contract of the vehicle and levy liquidated damages.
- J. In case the tenderer could not discharge his contractual obligation because of the above reason and also could not make alternative arrangement for uninterrupted work of transportation of milk, the Federation would levy penalty and liquidated damages for such failure of the tenderer.
- K. The tenderer shall display the following items in size specified by the Federation on the vehicles at their cost.
Uniform painting should be done as follows:
- | | | |
|---|---|---|
| 1. Aavin, Chennai | - | Front Name Board |
| 2. White Paint | - | Both Sides of the Vehicle |
| 3. 100mm sky blue border | - | Both Sides of the Vehicle |
| 4. Aavin Logo should be painted or Vinyl sticker to be affixed as per As per the design given by the Federation | - | Both Sides of the Vehicle (at the centre) |
- Logo size:
- | | | |
|-------------------------------|---|------------|
| 1. Background (6'x4'x3.6') | - | Sky blue |
| 2. Aavin letter | - | White (3') |
| 3. Bottom line 2" with 2" gap | - | Green |
- L. The Tenderer should remit Rs.11 /- and become the associate member of the Federation on awarding of the contract. The amount will not be refunded and the tenderer is not eligible for participating in election or getting the profit.
- M. The tenderer shall arrange for insuring the cost of milk transported in his Insulated Vehicle. The loss sustained to the Federation on account of spoilage of milk due to delay in transportation, variance in quality / quantity of milk transported and other damages occurring to the property of the Federation due to the negligence of the tenderer or his crew will be recovered from the tenderer.
- N. The Federation reserves the right to allot the route to be operated from anyone of the Dairies as and when necessitated for un-interrupted transportation of sachet milk. The routes and Dairy are liable to be changed by the General Manager(Marketing) / authorized officers of the Federation in case of exigencies and it will be the bounden duty of the tenderer to follow the directions. In such cases, the tenderer will be paid transportation charges at the approved rate applicable for the said routes.

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- O. In case of transporting sachet milk from or to other District Unions, additional expenditure incurred by the tenderer towards toll fee etc. will be reimbursed against the bills with the evidence of such expenditure obtained from the authorities concerned.
- P. The allotted Insulated vehicles shall be used for the purpose of sachet milk distribution of the Federation only. No person other than the driver, attender and the authorized employee of the Federation shall be allowed to travel in the Insulated vehicles within the permissible limit prescribed in the MV Act.
- Q. The Insulated vehicles shall be ready for operation for the entire period of contract other than for F.C. repairs for which a maximum of 15 days will be given for getting F.C. During the period of F.C. repairs, the tenderer is duty-bound to provide alternate vehicle and to ensure that there is no interruption of the scheduled operations. During the period when the permission was availed by the tenderer to garage the Insulated vehicles, the tenderer should ensure uninterrupted contractual operations by providing substitute Insulated vehicle conforming to all specifications stipulated in the tender document. There should be no deficiency in service or damage on any account because of engaging substituted vehicle. In the absence of such substituted vehicle while the contracted Insulated vehicle is garaged, the tenderer shall pay to the Federation, the loss if any suffered by the Federation plus a fine of Rs.1000/- per day. The request of tenderer seeking permission to garage the Insulated vehicle for a period up to 15 days for carrying out fitness certification job will be considered only if the requests are received at least 15 days in advance.
- R. The allotted Insulated vehicles shall not be sold / disposed off or leased out to others during the contract period. However the tenderer is permitted to sell / dispose the allotted Insulated vehicle during the contract period after getting prior permission from the Federation, provided he offers an alternative Insulated vehicle of similar capacity and age lesser than the tendered vehicle.
- S. The tenderer shall not involve in the sale of milk or milk products either directly or indirectly.
- T. The tenderer shall provide replacement of tendered Insulated vehicle in case of accident and unforeseen circumstances. In the event of accident / breakdown en route, it is the responsibility of the successful tenderer to make alternative arrangements to shift sachet milk from the Insulated vehicles and transport milk safely to the destination. During this process there should not be any wastage or spoilage of milk. In case of wastage / spoilage due to the above event, the loss will be recovered as assessed by the Federation from the tenderer.
- U. In the above events, the tenderer shall provide replacement for tendered Insulated vehicle of same capacity.
- V. The successful tenderer should operate the Insulated vehicle in case of necessity as per the agreement beyond tender period up to the time permitted by the TTTT Rule 14(9), at the same rate, terms and conditions.
- W. The Federation reserves right to accept or reject any or all tenders, retender or cancel the tender as per provisions of TTTT Act and Rules.
- X. Further details pertaining to the tender can be obtained from the Federation between 10.00 a.m. and 4.00 p.m. on all working days.
- Y. Sealed tenders shall reach the Federation on or before the stipulated time in the tender and will be opened on the same day in the presence of tenderers / authorized representatives present at the schedule time and date.

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27.0 GENERAL CLAUSE:

- (a). The Managing Director / Joint Managing Director reserves the right to add, withdraw or modify any of the terms and conditions, if necessary, after due notice to the contractor.
- (b). The Joint Managing Director reserves the right to impose / modify any penalty at his discretion on the performance of the contractor's vehicle / vehicle's crew which are covered / not covered in this agreement.
- (c). For all disputes arising out of the terms and conditions and other matters, the decision of the Joint Managing Director on the foregoing points will be final and binding.
- (d). For the repeated occurrence of breakdowns, short parking, refusal to ply the vehicle, willful breakdown, excess loading, theft etc., the Federation reserves the right to take penal action on the Transport contractor.
- (e). The Federation reserves the right to rescind the contract according to the exigency without assigning any reasons.
- (f). The tenderers whose services are not satisfactory due to poor performance during his earlier contract will not be considered for award of contract. The decision of the Federation in this regard will be final and binding.
- (g). If the tenderer defaulted in any of the previous tenders to execute agreement or to pay security deposit or to operate vehicles allotted either in part or in full will not be eligible from participating in this tender.
- (h). If the successful tenderer defaulted to execute agreement or to pay security deposit or to operate vehicles allotted either in part or in full shall be debarred from participating in subsequent tender for **a period of 2 years**.
- (i). The tenderer shall furnish a copy of the PAN Card.
- (j). GPRS facility may be provided in all Route vehicles by the Federation. If the GPRS is found damaged, the cost thereof would be recovered from the contractor's hire charges.
- (k). The employees of Federation / District Co operative Milk Producers' Union / Milk Producers' Co operative Society / Milk Consumers Co operative Society / Dairy Development Department or their family members cannot participate in the tender in any form. (Family member means, Spouse, Father, Mother, Brother, Sister, Son, Daughter, Grand Father, Grand Mother, Son in Law, Daughter in Law, Grandson and Grand Daughter)
- (l). In the case of the Co-op. Societies, the tender documents as well as Agreement should be signed by the Special Officer / President.

In case any Tenderer claiming exemption from the payment of EMD, the tenderer should produce specific exemption order from the Government as per Rule 14(1) of the Tamil Nadu Transparency in Tenders Rules, 2000 and they should execute an Indemnity bond undertaking to indemnify the loss to the Federation in case of breach of contract or for non-fulfillment of the contract. The above **undertaking should be approved in the General Body meeting** and should be submitted along with the tender documents. The latest **profit and loss account and the Balance Sheet / IT Return** should be furnished to decide about the value of the tender to be awarded. Failure to furnish the resolution of the General Body meeting will render the tender liable for rejection.

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- (m). The Xerox copy of the registered documents duly certified by the Notary Public should necessarily be enclosed along with the tender.
- (n). It is hereby clearly stated that TCMPF shall not accept any deviations of conditions stipulated to the Tenderer. Tenders must be in total conformity with the TCMPF specifications, lest the tenders should be liable for rejection.
- (o). Penalties (due to the defective performance of the vehicle) and penalties for the losses in the milk supply due to contractor's failure are elaborated in the specimen Agreement.
- (p). Transport contractors should comply with the provision of Food Safety and Standards Act of India (FSSAI).

28.0 REMITTANCE OF EPF, ESI ETC:

- a) The tenderer is liable for implementation of all applicable laws including labour laws. The contractor shall register under the EPF Act, and ESI Act etc., The contractor shall furnish the copy of EPF & ESI remittance challans of the previous month towards contribution of EPF & ESI for their employees engaged in Insulated vehicles along with the second fortnight bill. Without this proof, the second fortnight bill will not be accepted. If the Contractor not registered under the EPF Act, and ESI Act or not furnished the proof of remittance of EPF & ESI, the Federation shall recover the EPF & ESI contribution from the contractor bills. The contractor shall furnish all the required information and documents whenever the Federation calls for the above purpose. If any liability devolves on the Federation because of the failure of the contractor in implementing any law, the contractor shall make good the loss and pay damages to the Federation.
- b) The contractor is responsible for implementation of all the labour laws applicable and the Federation will have nothing to do with the employees of the contractor.
- c) The tenderers should appoint a consultant for the purpose of fulfilling the statutory requirements of EPF/ESI failing which the Federation will appoint a consultant at the cost of contractor, and the charges payable to the consultant will be recovered from the contractor's bill.

29.0 TERMINATION OF CONTRACT:

- (a) For serious lapses/malpractice in which the vehicle contractor or his/her representative is involved like heavy theft of federation commodities etc., then the vehicle will be stopped immediately and the contract will be terminated. Due to administrative reasons, if need be, Federation reserves the right to terminate the contract without assigning any reasons or issuing any notice.
- (b) During the operation of this contract, the contractor has no right whatsoever for the withdrawal of the contract. Violation of this condition will result in forfeiture of the **S.D**, pending bills and the extra expenditure incurred in this regard consequent on the non-supply of vehicles by the contractor shall also be recovered from the said contractor.

29.1 VEHICLE PERFORMANCE REPORT:

The Contractor must produce the vehicle once in six months for inspection of vehicle condition by Federation Transport and Quality control wing during the contract period. Otherwise the penalty of 20% trip charges, will be imposed and recovered from the transport bill payment in addition to the loss incurred by the Federation due to breakdown of the vehicle.

30.0 ARBITRATION:

In case either party to the contract is aggrieved by any breach of the conditions of the contract, either party shall have the right to raise the dispute before the Deputy Registrar (Dairying), Thiruvallur, by way of arbitration, under section 90 of the Tamil Nadu Coop. Societies Act, whose award shall be final and binding on both the parties. To this effect the successful tenderer shall become an Associate member of the federation by paying the required fees.

31.0 TERRITORIAL JURISDICTION:

The parties hereby agree to take recourse to their legal remedies within the territorial jurisdiction of the DR (Dairying), Thiruvallur.

I/We have gone through all the terms and conditions of contract.

**SIGNATURE OF THE TENDERER
WITH DATE & SEAL**

Witness:

1.Name

Signature

2.Name

Signature

ABBREVIATION

S.No.	ABBREVIATION	EXPANSION
1	TCMPF	The Tamilnadu Cooperative Milk Producers' Federation Ltd.
2	DCMPU	District Cooperative Milk Producers' Union Ltd.
3	EMD	Earnest Money Deposit
4	EPF	Employees' Provident Fund
5	ESI	Employees' State Insurance
6	FC	Fitness Certificate
7	G.O	Government Order
8	HSD	High Speed Diesel
9	KL	Kilo Litre
10	KM	Kilo Meter
11	MRP	Maximum Retail Price
12	TT	Transparency in Tenders
13	AMB	Ambattur
14	MVM	Madhavaram
15	SNR	Sholinganallur

SIGNATURE OF THE TENDERER WITH SEAL AND DATE

TRANSPORT AGREEMENT FOR INSULATED VEHICLE 2022- 2024

This agreement executed at Chennai on this _____day of _____2022, between Tamil Nadu Co-operative Milk Producers' Federation Limited, represented by the General Manager (Mkg) and having its office at No.3A, Pasumpon Muthuramalinganar Salai, Nandanam, Chennai-35 hereinafter called the **Federation** which term shall mean and include its successors in office forming the **FIRST part** and.....
.....

..... hereinafter called the **contractor** which term shall mean and include his/her/their legal heirs / successors / assignees representatives forming the **SECOND part**, witnesses as under.

WHEREAS the Federation has called for Tender in **1054/P1/MKG/2022-2024** by publication in Newspapers for the Transportation and Distribution of Milk and Milk Products, hereinafter mentioned as “commodities” through **insulated vehicles** from the respective Dairies of the party of the 1st part to the various Milk Depots, Milk Parlours, AVMs and distribution points within Chennai Metro and suburbs and to bring back and account for the Empty Tubs/Containers,

SIGNATURE OF THE CONTRACTOR

Whereas the contractor, the party of the second part had offered to transport and distribute the commodities through his/her/their insulated vehicle approved by the Federation for a period of **2 years** commencing from the _____ day of _____, 2022 to _____, 2024 @ Rs. _____ (_____) per trip (to and fro) on the terms and conditions of the Tender and as well as this agreement,

Whereas the contractor has remitted a sum of Rs..... towards **Security Deposit (Rs 75,000/- per 8 MT Insulated vehicle) or a sum of Rs..... towards Security Deposit (Rs 50,000/- per 5 MT Insulated vehicle) or a sum of Rs..... towards Security Deposit (Rs.25000/- per 2 MT Insulated vehicle)**

Whereas the contractor has given an irrevocable Bank Guarantee in..... Bank and Branch for Rs.....(Rupees) which is valid for a period from to as Security for the due and faithful performance of this contract.

Whereas the contractor has produced all required documents as stipulated in tender terms and conditions.

Whereas the Federation, relying on these documents, finalized the tender in favour of the contractor and

Whereas the contractor agreed to all the terms and conditions in the tender documents.

Now both the Federation and Contractor set forth the agreement terms and condition as under:

TERMS AND CONDITIONS
1. PERIOD OF CONTRACT:

The Transport Contract shall be for a period of **2 years** beginning from -- **2022** to -- **2024** and the vehicles chartered are as under

S.No.	Vehicle No.	R.C. in the name of

2. HIRE CHARGES:

- (a). The Unit of working in one trip is **to and fro** journey from the Dairies of the Federation, loading and carrying out commodities from the starting point to the ending point as per the route schedule or as per the allotment of the vehicle by the Federation. It includes loading the consignment in good conditions into the vehicle at the loading dock, delivery of commodities and collection and handing over the empty tubs back and return of the undelivered commodities if any to the Federation Dairy.
- (b). The Transport charges will be paid **ON PERDAY / PER LITRE** at the rate approved by the Federation.
- The contractor agrees to claim / restrict the hire charges as agreed in the Tender / Negotiation and if the average K.M is increased/ reduced, the transport charges will be paid / restricted as follows: However if the Kms increases/decreases within 5 Kms it will not be considered.

For each K.M the cost of Diesel alone shall be paid /deducted. The fuel consumption will be worked out at the standard rate as detailed below:

- 1. For 8 MT net carrying capacity, 5 K.M per litre of diesel & 5 MT net carrying capacity, 8 K.M per litre of diesel & 2MT net carrying capacity 10K.M. as approved by the officials of the Federation.**

The decision of the Federation is final and binding on the contractor.

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3. NATURE OF TRANSPORT:

The commodities generally to be transported are mainly milk and milk products.

4. CONDITION OF THE VEHICLE:

The commodities to be transported being perishable, the transportation has to be swift, efficient, and prompt. Very high hygienic standards shall have to be maintained. The vehicle should be in fit and roadworthy condition, provided with facilities like self starter, insulated body, lights properly fixed including head lights, necessary tools including stepney tyres, fuel and other accessories and should satisfy all the specifications and conditions stipulated under clause No.15 of this agreement.

5. FITNESS CLEARANCE:

The contractor should obtain the fitness certificate from the RTA (Regional Transport Authority) concerned for the vehicles selected in the tender as closed vehicle with minimum net capacity (after insulation) as 8 MT/5 MT/2MT as the case may be, to carry 7000 Liters of Sachet milk/ 4320 Liters of Sachet milk/1752 Liters of Sachet milk with tubs throughout the contract period. The insulated vehicle shall have to maintain the temperature of the milk for a minimum period of 6 hours. To this aspect, a quality certificate has to be obtained from the DGM (QC) TCMPT LTD.

If the vehicles are not insulated, then at the time of technical evaluation, the successful tenderer should submit an undertaking to insulate the vehicle and assure to obtain fitness/quality efficiency certificate from the DGM(Engg.) Transport unit/ DGM(QC) respectively within 90 days from the date of commencement of the contract. Till the insulation and obtaining the Fitness/Quality efficiency certificate penalties will be levied as given below:

- Up to 30 days without penalty,
- From 31 days to 60 days with penalty of 40% of trip charges per trip.
- From 61 days to 90 days with penalty of 60% of trip charges per trip.
- Failure to produce the tendered vehicle within this 90 days it will lead to automatic cancellation of the contract.
- The transport contractor is also responsible for spoilage of milk if any due to non-insulation. The contractor has to indemnify the spoilage and allied losses/expenses if any.

6. LOADING:

The vehicle crew of the contractor will receive the milk tubs from the Casual Labour/Contract Labour/SMA of the respective Dairies at the loading dock. On receiving the milk tubs at the loading dock, the vehicle crew will load and stack the milk tubs inside the vehicle. At any point of time, the vehicle crew should not be utilized for the purpose of shifting of milk tubs inside the dairy to the loading dock, in order to avoid pilferage of milk.

The contractor should take delivery of the commodities belonging to the Federation from the respective Dairies or from other places and transport the same to the various Milk Booths/Parlours/Depots/AVMs and distribution points for supply within Chennai Metro and its suburban areas within the stipulated time. The contractor's representative either driver or any authorised person accompanying the consignment in the Vehicle shall acknowledge the receipt of commodities/ crates/ tubs/ cans etc. The said acknowledgement by the person receiving the commodities loaded in the vehicle will be a valid one and binding on the contractor. The empty tubs should be collected back and should be handed over to the dairy in the same trip.

If Milk was not supplied during heavy Rain or Flooded area to the milk Booths/ Parlours/ Depots/AVMs and Distribution points etc., a return milk with tubs handed over to the Manager(Dist) of concerned dairy and obtain his signature.

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7. OPERATION SCHEDULE:

At the time of supply of commodities to the respective distribution points the tenderer should get signature in the schedule and submit the copy to the marketing office for releasing every FN payment and supply should be completed and the vehicles should reach the last point and should collect back the empty tubs. The vehicle after collection of all the empties from all the depots and distribution points in the specified routes should reach the Dairy within the time specified for every route. The empties and return commodities have to be returned to the respective Dairies or other Dairies and properly accounted for by the contractor on the same trip and the ultimate responsibility rests with the contractor only.

From which point the empty should be collected first will be as per the decision of the Federation. In case of emergency or due to administrative reasons the Federation is at the liberty to order for the transfer of any one vehicle or all the vehicles to other Dairy continuously or occasionally for transportation of Milk to its Booth / Depot / Parlour/AVMs and distribution points and the contractor or his/her crew shall scrupulously follow such orders promptly and efficiently. Refusal for the change of Dairy to Dairy will attract penalty as fixed by the Federation.

8. ADHERENCE OF TIMINGS:

The commodities entrusted to the contractor for transportation have to be delivered at the points intended as per the timings prescribed by the Federation. Failure to adhere to these timings and delay at any point for more than half-an-hour of the stipulated time will attract penalty, as may be decided by the Federation.

9. RETURN OF EMPTY TUBS:

- (a) It is the responsibility of the contractor to collect back all the empty tubs in the same trip.
- (b) In case of breakdown after completing the supply, it is the responsibility of the contractor to arrange for the return of the empties during the same trip.
- (c) If any empties are kept due, double the cost of the empties shall be recovered and the request of the contractor for the refund shall not be entertained.

10. ALLOTMENT OF ROUTES:

The allotted routes shall be prescribed by the Federation. The distance varies from route to route and the routes are liable to changes and modification, according to the exigencies, convenience and contingencies of the Federation.

The Routes will cover the entire Chennai Metro and its suburban areas. The Federation reserves the right to allot the routes to operate from the respective Dairy / anyone of the Dairies continuously or to transfer the route/vehicle from one dairy to another without assigning any reasons. Refusal for such changes will attract penalty as decided by the Federation. Contractors will not be allowed / entitled to assign the routes among themselves.

11. SPARE VEHICLES:

It is the primary responsibility of the contractor to arrange for substitute/spare vehicles (insulated vehicles) in case the tendered vehicles cannot be produced due to some valid reasons.

If they failed to produce the substitute / spare vehicles, the Federation can engage a vehicle from the open market and the expenditure incurred by engaging the vehicle from the open market or by the Federation (actual cost including the labour cost), shall be deducted from the hire charges bill and in addition a lump sum amount as decided by the Federation shall be deducted towards the administrative expenditure apart from deducting the incidental charges such as spoilages, loading & unloading charges, damages etc.

The trip charges applicable for the substitute/spare vehicles (insulated vehicles) arranged by the transport contractors shall be **Rs.500/-** less than the rate approved by the Federation. In case other than insulated vehicles are operated, the penalty will be **Rs.1,000/-** per trip and for the vehicles arranged by the Federation shall be that actually agreed to be paid by the Federation and that rate charge shall be deducted from the contractor's bill as stated above.

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12.REPORTING & PARKING OF VEHICLE:

- (a) Timings as prescribed by the Federation from time to time regarding the reporting of the vehicles will have to be strictly adhered to by the contractor.
- (b) The contractors should park the vehicles at the Dairy Dock at the specified time at **05.00 P.M.** for loading or at the time prescribed by the officials of the Federation from time to time.
- (c) The contractors shall ensure that the vehicles are returned within two hours in the morning after collection of empties from the last point. The vehicle has to report at the respective Dairy on completion of the trip as per schedule. Arrival and departure of the vehicle will be recorded at the main gate of the dairy by Security Staff and this timing should be adhered to. For late parking and late arrival, the Federation reserves the right to impose penalty.

13.PRESENTATION OF BILLS:

- (a) The bills are to be presented by the contractor once in a fortnight and it will be settled **within 15 working days** from the date of submission. **The bills should be presented within 3 days of the completion of 1st or 2nd Fortnight; otherwise the bills will be settled along with the next bill.** Recoveries due to short accounting of commodities and shortages of empties and penalty due for reasons noted in the schedule/inspection reports and other dues referred to in the respective clauses of this agreement shall be deducted from the next or any of the bills.
- (b) The Deduction of Income Tax at source under Section 194(C) of Income tax Act shall be made on the amount payable to the contractor unless proof of such payment of I.T. or exemption from TDS is produced or enclosed by the Contractor, to avoid any penalty that may be imposed on the employer i.e. Federation. The details of recoveries will be sent along with the payment. Representation on such recoveries and penalties of the bill, if any, by the contractors should be submitted **within 15 days** from the date of receipt of respective bill amount. Any complaints/claims made after 15 days from the date of receipt of respective bill amount shall not be entertained by the Federation.
- (c) The Federation will also deduct any other statutory deductions as per the Acts and Rules in force.

14.CARRYING OF UNAUTHORISED PERSON / GOODS:

The vehicle should not carry anything other than Federation property or carry any persons unless specifically authorized by the Federation.

15.SPECIFICATIONS OF THE INSULATED VEHICLES:

- 1) The vehicles should be in roadworthy condition and only the vehicle manufactured within **12 years** on the date of publication of notice inviting tender will be eligible for this Tender and it should duly be authenticated by the RTA (Regional Transport Authority).
- 2) The vehicle should accommodate a minimum of 7000 Liters of Sachet Milk with tubs. The net carrying capacity (**after insulation**) should be not less than 8 MT for operations. As regards 5MT carrying capacity after insulation a minimum of 4320 Liters of Sachet Milk with tubs and 2MT carrying capacity after insulation a minimum of 1752
- 3) The vehicle should be fully covered with metal body, having a minimum clearance of 5.6' (five feet and six inches) of inside height.
- 4) The floor of the vehicles should have strong wooden planks without holes. It should also be possible for washing without water stagnation. There should be no protruding or projecting bolts or flats on the surface of the floor or on the sides of the inside body of the vehicle.
- 5) Two numbers of Roof lights shall be provided inside the body with controlling Switches.

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- 6) The vehicle should be without dents. Neatly painted in Multi colour or quality Vinyl Sticker in Multi Colour of 8' x 10' should be affixed as per the design given by the Federation once in a year and as per the colour scheme and symbols given by the Federation, at the cost of the Contractor. If the colour fades, the same sticker or painting has to be repainted or new stickers has to be affixed at the cost of the contractor. Also must carry board/messages as required by the Federation.

Uniform painting should be done as follows:

- | | |
|--|------------------------------------|
| 1. Aavin, Chennai | -Front Name Board |
| 2. White Paint | -Both Sides of the Vehicle |
| 3. 100mm sky blue border | -Both Sides of the Vehicle |
| 4. Aavin Logo should be painted or Vinyl sticker to be affixed as per the design given by the Federation centre) | -Both Sides of the Vehicle (at the |

Logo size:

- | | |
|-------------------------------|--------------|
| a. Background (6'x4'x3.6') | - Sky blue |
| b. Aavin letter | - White (3') |
| c. Bottom line 2" with 2" gap | - Green |

- 7) The insulation of the vehicle should be in such a way that the rise in temperature of sachet milk should not be more than 2°C at test conditions for 6 hours; eg. when the sachet milk is loaded at 6°C, the temperature after 6 hours should not be more than 8°C. The decision of the Deputy General Manager (QC) will be final and binding.
- 8) The vehicle must be in good mechanical condition. The vehicle should possess valid current Fitness Certificate issued by the RTA throughout the contract period. The opinion of the Dy.General Manager (Engg),Transport Unit of the Federation or his authorized representative regarding the condition of the vehicles shall be obtained from time to time as desired by the Federation. The decision of the Federation with reference to mechanical condition shall be final. Such vehicles which are not of required specifications and conditions, will be removed from operation (or) plying and are liable to be removed from the approved list of Federation.
- 9) Other statutory requirements like Road Tax, Fitness Certificate, Permit, Pollution Certificate and Insurance certificate should also be produced whenever required by the Federation, failing which the contract will be liable for termination.
- 10)After insulation, the vehicle/ vehicles should be produced with necessary endorsements in the relevant records like R.C, Permit, Insurance certificate etc., and the contractor shall obtain the fitness clearance from the RTA. A copy the same should be submitted to this office. If the tendered vehicles does not possess the required minimum carrying capacity of 8MT/5MT/2MT (after insulation), the tender will be automatically cancelled and the Security Deposit/Additional Security Deposit and the pending bill will be forfeited.
- 11) The vehicles which are reported for breakdowns or short parking for more than 3 occasions within the period of 3 months, such vehicles will be sent for re-inspection. A sum of Rs.500/- per trip will be imposed as penalty till the contractor obtains the fitness clearance certificate from the RTA.
- 12)**The vehicle must be insured against any loss of property such as milk, tubs and GPRS instruments etc. and persons of any kind including that of third party.** If any accident occurs during the deployment of the vehicle to any third party or to their properties and any civil / criminal liabilities out of such accident occur, the contractor alone is liable to pay any compensation to them and the Federation shall in no way be liable or responsible for any legal consequences and shall not be liable to pay any compensation as may be claimed by the third parties. The loss to the Federation also shall be borne by the Contractor.
- If the vehicle does not conform to or satisfy any of the specifications or conditions stipulated above during the period of the contract, it will be treated as substitute vehicle during that period and hire charges will be paid less per trip as detailed below:

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Up to 30 days without penalty, from 31 days to 60 days with penalty of 40% of trip charges per trip, from 61 days up to 90 days with penalty of 60% of trip charges per trip. Failure to produce the tendered vehicle within this 90 days will lead to automatic cancellation of the contract.

- 13) 90 days time will be allowed to produce the insulated vehicles. 1st 30 days no penalty. After 31 days to 90 days with penalty. The specification mentioned should be adhered to. The contract will automatically be terminated, if the successful contractor fails to produce the insulated vehicle with the tendered specification or fails to obtain quality acceptance certificate from the DGM(QC) within 90 days from the date of award of the contract. In case of such failure, the Security Deposit and the pending bills amount shall be forfeited automatically and the contractor will be responsible for the spoilage of milk & related expense.
- 14) The insulation efficiency of the vehicles are subject to re-inspection as and when the Federation desires to do so.

16. CONTRACTOR'S RESPONSIBILITIES:

I. Submission of R.C.Book/Partnership deed/members list, agreement, etc:

- (a) The R.C. Books of the Insulated Vehicles shall be in the name of the contractor in the case of sole owner. If the contractor is in any partnership in force, R.C. Book shall be in the name of either the firm or one of the partners and in the case of companies the R.C. Book shall be in the name of the company (or) in the name of Director (or) duly authorised person on behalf of the company. In the case of Co-operative Societies, the RC book shall be in the name of society or in the name of member of the society.

Provided an individual who is a sole owner and or partner in more than one firm and or a director of a company or companies and or a member of Co-Operative society or societies, having RC Books in his name shall offer his tender only in respect of any one of the above institutions viz. proprietary or firm or company or co-operative society.

The tenderer should enclose the copy of the deed / agreement or other documentary evidence under statute to show that he is the sole owner/ Partner of a firm / Director of the company / member of co-operative society.

- (b) It is the responsibility of the contractor to produce the R.C. Book and other documents whenever required by the Federation failing which it will be treated as substitute vehicle and substitute rate (i.e. Rs.500/- less per trip) shall be allowed till the R.C.Book in the name of the contractor is produced.

II. Providing of Contracted Vehicle(s):

The contractor is liable to provide the vehicles as agreed by him in the contract for plying the routes even **irrespective of eventualities such as Natural Calamities, Bandh, and Vehicle Crew Strike etc.**

In case the contractor is not able to provide the vehicle as per the contract, it is open to the Federation to avail the vehicle from open market and the expenditure so incurred in this regard shall be recovered from the contractors. First time single trip charges as penalty, second and subsequent occasions 5 times of the hire charges shall be imposed as penalty and recovered from the contractors at the discretion of Federation.

III. Supply of Milk in good condition:

It is the responsibility of the contractor / crew to supply the milk in good condition up to the last point. On no account the crew should throw / keep the milk packets on the road / platform nearer to depots / institutions / companies / delivery points and if done so, the Federation will impose penalty.

IV. Continuous Short parking / Breakdown:

Continued short parking/ breakdown or replacement of the contracted vehicles for more than two occasions in a fortnight shall attract a penalty/ cancellation of contract. Suitable action will be initiated based on the performance to avoid frequent short parking / breakdown.

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V. Replacement of Vehicle crew:

The quality of work should be ensured by the contractor at all costs. The contractor is also responsible to replace any of the vehicle crew if found by the Federation in indulging in any undesirable or wrongful, unsuitable action for milk distribution within two days from the date of information sent to the contractor, failing which the vehicle is liable to be suspended from operation and if any loss is caused to contractor due to the above said fact, TCMPF will in no way be made liable.

VI. Loss to the Federation property:

The responsibility for loss that may occur to the properties of the Federation entrusted with the Contractor / Crew owing to breakdown/accident of the vehicle will be that of the contractor, and he will be liable to pay in full for any such losses. Further, the custody of the goods in transit will be his sole responsibility. If during the trip any loss caused to the persons or properties of the Federation entrusted with the contractor such as milk/milk products and containers occur due to accidents or due to any other cause, the contractor should register the accident promptly to the nearest police station and Produce details of the case registered with the police and with regard to the cause of the accident, the contractor should also send notice of accident to the statutory authorities. The contractor should bear any loss/damage caused to the person (or) property of the third party and the Federation will in no way be responsible for the same. The contractor or any person claiming through him cannot claim any compensation from the Federation for possible losses caused / sustained to their vehicle due to unforeseen conditions like Acts of God, Natural calamities, strikes, bandh, accident etc. **For the loss of tubs and milk, the contractor is responsible to indemnify the loss to the Federation.**

VII. Issue of Identity Card:

It is the responsibility of the contractor to issue photo identity cards duly authenticated with photographs compulsorily to their vehicle crew without fail. The contractors shall also submit four copies of photographs of their vehicle crew and the details of the crew to this office within five days from the date of issue of the order. No crew shall be allowed to enter into the Dairy premises or to ply in the vehicle without Identity Cards. In case of change of crew, the contractor shall furnish the above as stipulated.

VIII. Appointment of Supervisor:

It is the responsibility of the contractor who has been awarded with 3 or more vehicles to appoint a separate capable supervisor to the dairy where his/their vehicles are deployed. The supervisors should be made available at the dairies at the time of loading of milk tubs and dispatch. It is the primary responsibility of the respective supervisor to see that the vehicles belonging to their contractors are parked in time and also should ensure that the vehicles are loaded properly and dispatched in time. It is also the responsibility of the supervisor to ensure that the vehicle crew are available near the vehicle at the time of loading/dispatch. In case the contractor's vehicles are less than 3, the Federation reserves the right to ask for supervisor, based on the performance of the vehicle.

IX. Disruption of routine work:

In the event of any problem arising among the crew or between the crew and the third party during the time of loading/despatch of the milk and the circumstances warranting the presence of the Management for rescue, the entire expenditure so incurred by the Federation on account of the above shall be recovered from the respective contractor's bill. For repetition of the same for more than three occasions during the contract period, the contract is liable to be terminated without any notice.

X. Tax Payment:

It is the primary duty of the contractor to pay the Income Tax and Sales Tax/Motor vehicle tax and other dues under laws or tax of any nature due to the State or Central Govt. or any other authorities under law to avoid deduction at source by the Federation well in advance and to produce the necessary proof thereof for the payment of the said taxes in time.

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XI. Parking of vehicles inside the Dairy:

The vehicle is loaded or empty vehicles shall be parked at the areas earmarked by the Federation at Dairy premises / outside.

17. GOODS- QUANTITY AND QUALITY:

- (a) The contractor is responsible for the correct delivery of milk/milk products and other Federation properties entrusted by engaging his own men for this purpose. Quantity and quality shall be checked at the time of loading in the vehicles at the Dairy. As far as quality is concerned, a random check of one sample per vehicle can be made. Any loss sustained on account of breakage, handing over empties such as tubs, etc., and spillage due to rash driving will be deductible to the Contractor's account and shall be recovered from his bill.
- (b) The contractor is also responsible for any adulteration in milk/ milk products entrusted for transportation and delivery through his vehicle.

18. ADULTERATION

Adulteration of milk/milk products is a very serious offense. Therefore, the vehicle which is involved in adulteration shall be terminated without giving any notice.

19. PENALTIES: (Due to the defective performance of the Vehicle):

- (a) **Late Parking:**
Any delay within 30 minutes from the appointed time in parking the vehicle at the Dairy for loading or unloading of commodities and empties or after allotting the vehicle for various routes will attract a levy of **penalty of 25%** of the hire charges for each trip.
- (b) **Late Running:**
If the vehicle does not adhere to the scheduled timings as fixed by the Federation from time to time for all the points in various routes beginning from the Dairy and terminating with the Dairy, it will attract a levy of **penalty of 25%** of the hire charges for each trip.
- (c) **Late Arrival:**
The vehicle should return to the Dairies at 8.00 A.M. failing which it will attract a levy of **penalty of 25%** of the hire charges.
- (d) **Short Parking:**
Failure to intimate the Control Room before 5.00 PM about short parking of the vehicle will attract a levy of 100% of hire charges for each trip.
If the short parking is intimated between 5 P.M and 9 PM, it would attract a levy penalty of 150% of hire charges.
If the short parking is noticed twice in a fortnight, it would attract a levy of penalty of 200% of the hire charges. Third occurrence in a fortnight will invite the termination of contract.
- (e) **Breakdown:**
 - i. The sudden stoppage of vehicles due to accident or mechanical failure or any other causes necessitating the engagement of substitute vehicle will be considered as a failure on the part of the contractor. The contractor/crew should report immediately the failure of the vehicles to the Customers Care and Support Cell for arranging for substitute vehicle. If the message of breakdown is not given within 30 minutes to Customers Care and Support Cell/Dairy, a levy of **penalty of 50%** of the hire charges shall be imposed for each trip, besides disallowing the trip charges.
 - ii. If the vehicle breaks down for any reason, the following proportionate penalties will be levied, besides **disallowing of the trip charges**, provided the breakdown message is communicated to CCS cell within 30 minutes.
 - a. Before the supply at first point, **25% of the hire charges** for the trip will be levied as penalty.
 - b. Any place after the first point, a levy of penalty of **20% of Hire charges** shall be levied as penalty.

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- iii. The main purpose of the Transport contract is to ensure timely supply of milk. Hence to ensure the timely supply, a performance report for each vehicle shall be maintained. For the repeated occurrence of breakdown, refusal to park the vehicle etc. the Federation reserves the right to initiate penal action after issuing seven days' notice to the contractor based on the performance report of the vehicle.
- (f) **Wilful breakdown of vehicle:**
It is the responsibility of the contractor to provide as many vehicles as per the contract in good working condition. In case any wilful breakdown of the vehicle is reported / noticed within the Dairy and its surroundings, the concerned vehicle will be treated as wilful short parking and penalized @ **100% of hire charges** for each trip besides disallowing the trip charges.
- (g) **Self Starter:**
It is the responsibility of the contractor to keep the self-starter in good condition. Non-functioning of self-starter in the vehicle shall attract a levy of penalty of **Rs.500/-** for each occasion.
- (h) **Provision of lights inside the Vehicle:**
It is the responsibility of the contractor to provide with adequate lighting facilities inside the vehicle. Otherwise, it shall attract a levy of penalty of **Rs.500/-** for each occasion.
- (i) **Maintenance of Vehicle in Hygienic Condition:**
It is the responsibility of the contractor to provide the vehicle in hygienic condition for loading and distribution of milk in each trip failing which a levy of **penalty of Rs.200/-** shall be imposed by the Federation for each occasion.
- (j) **Keeping Old Milk Sachets:**
Presently the milk packets are coded, date of manufacturing and batch No. are printed to avoid old sachets being sold. If any old sachet(s) are found during inspection in the consignment during the transit from the dairy to the supply point, it will attract a **penalty of ten times** the amount of the value of products.
- (k) **Transportation of materials:**
The contractor/crew should not refuse to transport Milk/ Milk products of the Federation at any point of time. In case of such refusal, a levy of **penalty of Rs.1000/-** shall be imposed for each occasion.
- (l) **Carrying of other materials/property:**
If the vehicle carries any property other than that of the Federation or carry any other person, a levy of penalty of **Rs.1000/-** shall be imposed apart from seizure of the property and consequent action under the law.
- (m) **Shortage of commodities:**
In case of any shortages noticed after the vehicle leaves the Dairy premises after being loaded with commodities, the value of such short quantity will be worked out and recovered from the contractor's bill at **double the cost.**
- (n) **Maintaining hygiene at dairy premises by vehicle crew:**
The vehicle contractors must ensure that their vehicle crews maintain hygiene at the dairy premises. Smoking inside the dairy campus, throwing away the remains of cigarette, beedis, empty packets, plastic items, food items, drinking alcohol, spitting etc are strictly prohibited. If such activities / behaviour are found, huge penalties will be levied besides taking action to prevent the vehicle crew from entering into the dairy premises.

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20. IRREGULARITIES COMMITTED BY THE VEHICLE CREW:

(a). Deviation of routes and unauthorized stopping:

The vehicle should play on the route allotted to it for carrying milk and milk products for distribution to the various Depots/Parlours and other delivery points located in the route. The vehicle should start supply from the first point to the last point as indicated in the schedule. Any failure to follow the scheduled route shall be treated as deviation of route. If the vehicle stops at any point, other than the intended stops for its normal stopping, except due to mechanical trouble or traffic obstructions, diversions, law and order problem, it will be treated as unauthorised stopping. Such deviation of routes and unauthorised stopping shall attract a levy of **penalty of Rs.500/-** (Rupees five hundred only) for the first occurrence and for subsequent such occasions an additional penalty of Rs.100/- (Rupees one hundred only) per occasion will be imposed progressively.

(b). Route Diversion:

The vehicle should normally ply only in the route already specified by the Federation. However at times of emergency like road repair or flood or procession, they can reach the Delivery point on the diverted route as suggested by the Field Officer and the tubs should be unloaded only at the depots/delivery points earmarked in the schedule. Any refusal on the part of the vehicle crew in this regard shall attract a levy of **penalty of Rs.500/-** (Rupees five hundred only) for the first occurrence and for subsequent such occasions an additional penalty of Rs.100/- (Rupees one hundred only) per occasion will be imposed progressively.

(c) Non-availability of Diesel:

It is the responsibility of the contractor to park the vehicle with adequate quantity of diesel. In any case if the vehicle crew refuses to reach the allotted point on the ground that there is no adequate diesel in the vehicle, it will attract a levy of **penalty of Rs.1000/-** for each occasion.

(d) Rejection of Leaky Sachets:

Under the guise of rejection of leaky packets, the entire tubs are being rejected wantonly by the vehicle crew, causing heavy rejection and delay in loading. Hence rejection of heavy tubs by the vehicle crew wilfully shall attract a levy of **penalty of Rs.300/-** per occasion.

(e) Rough handling of Tubs/ Crates/ Cans etc.:

If rough and negligent handling of tubs /crates /cans etc. is noticed at the time of loading or unloading or results in damage at the Dairies/Delivery points, a levy of **penalty of Rs.500/-** for each such occasion shall be imposed apart from the recovery of the cost of tubs broken /damaged.

(f) Non-Supply of Good sachet:

It is the responsibility of the contractor/crew to supply the milk sachet in good condition up to the last point. On no account the crew should pour the milk packets or waste on the road/ platform nearer to depots / institution / companies / delivery points. Such acts shall attract a levy of **penalty of Rs.300/-** per occasion in addition to the recovery of the cost of milk

(g) Sale of Commodities direct from the vehicle:

It is the responsibility of the contractor to ensure that the sachets given for leakage provision are made available in the vehicle till the supply is made and the empties are collected at the last point. Any vehicle crew is found selling milk sachets before completing the supply till the last point, a **penalty of Rs.500/-** per occasion shall be imposed. The person concerned shall be disengaged and he shall be prevented from being employed by any other contractor.

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h) Carrying of excess Commodities:

It is the responsibility of the contractor to take delivery of commodities, tubs, and crates, cans etc. loaded in the vehicle at the Dairy dock before the actual dispatch of the vehicle duly verifying the correctness of the quantity loaded in the vehicle. Any milk/milk products/articles found over and above the quantity as per dispatch schedule either in the tubs or in the place where the commodities are normally kept for transportation shall be treated as "Theft or Excess loading". If at the time of the vehicle being loaded at the dairy premises or at the time of checking at security gate or later any excess quantity of milk or milk products / tubs / crates / cans etc. are found, the penalty will be as follows: -

- a) For the 1st time, Rs.1000/- + Double the cost of the materials with tub cost.
- b) For the 2nd time, Rs.2000/- + Double the cost of the materials with tub cost.
- c) For the 3rd time, Rs.3000/- + three time value of the materials with tub cost.
- d) For the 4th time, Rs.4000/- + four time value of the materials with tub cost.
- e) If excess of milk packets are found on the fifth time, the Federation has full rights to impose penalty or cancel the vehicle contract according to the nature of offense.
- f) The vehicle crew will be disengaged, if he involved in excess loading for more than 3 times.

(i) Refusal to produce the delivery schedule:

Vehicle crew should produce the delivery schedule to the Inspecting Officers of the Federation, at the time of inspection on demand. Failure or refusal to produce the delivery schedules and delivery slips to the inspecting officers shall attract a levy of **penalty of Rs.1000/-** for each occasion.

(j) Issue of duplicate schedule:

If the issue of duplicate schedule arises on any occasion, it will be construed as an attempt of concealing the report of the inspecting officials en route. Hence a levy of **penalty of Rs.1000/-** for each occasion shall be imposed.

(k) Theft of Commodity / Property of the Federation:

No vehicle should carry the products other than those items as per delivery schedules. The properties of the Federation kept in any part of the vehicle other than the place indented will be construed as theft and a levy of **penalty of Rs.3000/-** will be imposed apart from the following;

- a) For the 1st time, Rs.1000/- + Double the cost of the materials with tub cost.
- b) For the 2nd time, Rs.2000/- + Double the cost of the materials with tub cost.
- c) For the 3rd time, Rs.3000/- + three time value of the materials with tub cost.
- d) For the 4th time, Rs.4000/- + four time value of the materials with tub cost.
- e) If excess of milk packets are found on the fifth time, the Federation has full rights to impose penalty or cancel the vehicle contract according to the nature of offense.
- f) The vehicle crew will be disengaged, if he involved in excess loading for more than 3 times.

(l) Non-production of Identity Cards/ Driving License:

It is the responsibility of the vehicle crew to keep the photo Identity Card/Driving License issued by the Contractor while they are on duty. On demand, they should produce the photo identity card/ Driving License failing which a levy of **penalty of Rs.200/-** shall be imposed for each occasion for each crew. The crew will not be allowed either to enter the Dairy (or) to ply in the vehicle. For such contingency, the contractor is fully responsible for the violation of the contract.

SIGNATURE OF THE CONTRACTOR

(m) Misbehavior of vehicle crew:

The vehicle crew (or) any employee of the contractor found drunk while on duty, would not be allowed to ply in the vehicle/ in the dairy premises. The vehicle crew is expected to behave politely/gently. Any employees of the contractor disqualified by the Federation due to their misbehavior/ misconduct/ disobedience/ involvement in adulteration/ theft or any other case will not be engaged by any other contractor in connection with the transport contract with this Federation. For this purpose, name of such disqualified persons will be displayed at the Security point at the Dairies. The contractor should disengage such persons and inform the fact to the Federation. Any violation will attract a levy of **penalty of Rs.1000/-** (Rupees one thousand only) besides disengagement of vehicle crew.

In case of the complaints of misbehavior, arrogance, acts of criminal nature etc., of the contractor's crew inside the dairy premises or during supply, the contractor agrees not to engage such persons for route operation further as per direction received from the Federation from time to time and the contractor will be responsible for the damages due to the above activities.

(n) Gambling/playing cards in the Dairy premises:

No gambling/ playing of cards by vehicle crew should take place in the Dairy premises. Any violation in this regard shall attract a levy of **penalty of Rs.1000/-** per head from the contractor's bill apart from;

a) warning for the 1st time.

b) disengagement of the vehicle crew for the 2nd time.

(o) Scoring/altering of entries in the milk delivery schedule:

It is the responsibility of the contractor to arrange for the proper returning of the milk delivery schedule along with the remarks made by the depot-in-charge/Institutions or by the Zonal Deputy Manager (Marketing)/ Inspection squad or by the Official of the Federation. In case any overwriting / altering /scoring of recording already made in the milk delivery schedule is noticed, it shall attract a levy of **penalty of Rs.1000/-** for each occasion.

(p) Absence of the vehicle loadman and cleaner:

It is the responsibility of the contractor to arrange for the timely parking/timely loading and timely dispatch of the vehicle from the Dairy. If any delay is noticed in parking the vehicle/loading the vehicle/ dispatching the vehicle from Dairy before and after loading due to the absence of the Vehicle Loadman /Cleaner, it shall attract a levy of **penalty of Rs.1000/-** (Rupees One Thousand only) per occasion apart from recovering from the contractor's bill double the cost of the labour engaged by the Federation.

(q) Refusal to take the vehicle/Sudden stoppage of vehicles/wild cat strike:

The contractor is responsible for the timely delivery of milk/milk products entrusted by the Federation to the Depots/ Parlours/ Institutions etc. without causing any inconvenience to day-to-day administration. The vehicle should be parked in the Dairy in the allotted time for loading and dispatch from the Dairy. No quarrel/any untoward incident should take place inside the Dairy premises either by a vehicle crew or by mobilization of the crew of other vehicles.

(r) Non submission of Tubs to Control Room:

The vehicle crew should handover the tubs on the same day, failing with the Contractor will be responsible for the tubs and the tub cost @ Rs.536/- per tub will be recovered in the transport bills.

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If any attempt / instigation by the vehicle crew with the other contractors or Federation officials resulting in dislocation and delay in despatch of milk is noticed, the Federation is at liberty to engage / procure private lorries from the **open market for route operation and recover from the contractor the charges so paid apart from recovering five times the hire charges from the concerned contractor's bill in the same fortnight besides disallowing the trip charges**, apart from this the additional expenditure incurred towards the engagement of vehicles from the open market or through any other source the same will also be recovered, and the concerned contractor's contract will be terminated permanently from operation of all vehicles allotted to him/them for metro milk distribution irrespective of the period of contract. No compensation will be paid to any third party loss to the contractor occurred in this regard by the Federation. **Sudden stoppage of vehicles / wildcat strike and subsequent operation of the vehicle beyond the scheduled time will attract a penalty of double the trip charges. The decision of the Federation in this regard is final and binding. The vehicle crew / contractor involved in such strike/activities will be disallowed for further operation at the discretion of the Federation apart from taking necessary penal action as deemed fit by the Federation.**

(r) Recording of false timings/Acknowledgement:

It is the responsibility of the contractor to arrange for the delivery of milk/ milk products to the distribution points as per the delivery schedule duly obtaining the signature from the responsible/ authenticated person. i.e. Depot In-charge / parlour in-charge and Institutions etc. along with time for having delivered the articles. Obtaining/ Recording of false timings/ signature in the milk delivery schedule shall attract a levy of **penalty of Rs.1000/-** for each occasion.

(s) Parking Place of the vehicle:

All the vehicles should be parked in the place identified by the Federation during the idle time. Failing to adhere to the above will attract penalty as decided by the Federation.

- (t)** If the persons other than the vehicle crew (whose names have been mentioned in the schedule) are found in the vehicle inside the dairy premises or during the route operation, it will attract penalty of Rs.1000/- on the contractor. The change of vehicle crew during the supply shall not be entertained.

(u) Non-wearing of I.D. Cards:

Non-wearing of I.D. Cards by the vehicle crew will attract a penalty of Rs.200/- per day.

(v) Non-wearing of Uniform:

The Driver, C.L. and Helper should wear the uniform in Kakki clothes provided by the contractor. The Non-wearing of uniform will attract **Rs.200/-** as penalty per head per day.

21. PENALTIES FOR THE LOSSES IN THE MILK SUPPLY:

(a) Non Adherence to supply milk as per Schedule:

It is the responsibility of the contractor to effect the milk supply/product supply to the distribution points/ parlours/ Institutions etc., as per orders given in the milk delivery schedule, and for any failure in this regard, a levy of **penalty of Rs.500/-**-(Rupees Five Hundred only) shall be imposed for each occasion.

SIGNATURE OF THE CONTRACTOR

(b) Incorrect delivery of milk:

- i. The contractor is responsible for the correct delivery of milk/milk products entrusted by the Federation to the Depots/parlours/Institutions etc. without changing the type/make of packing. In case the milk/products supply are delivered in different packing other than those prescribed in the delivery schedule (e.g. supply of milk in ½ litre instead of 1 litre packing and supply of other variety of milk vice versa, etc.), the contractor should make his own arrangements to get the commodities exchanged in good quality from the Dairy concerned and deliver the commodities in correct packing without affecting the quality to the supply point in reasonable time.
- ii. For such incorrect delivery of milk, a penalty of **Rs.200/-** per litre shall be levied. Any failure in arranging such supply shall attract a penalty at single cost of milk so delivered incorrectly.
- iii. If the Transport Contractor is not able to deliver the milk at the particular Depot/Supply point because of serious law and order problem, which has drawn the attention of the police authority, the contractor will not be held responsible for non-delivery of milk.

(d) Wilful leakages:

It is the responsibility of the contractor to supply the sachet milk in good condition. In case of detection of wilful damage, cost of the total number of such wilfully damaged sachets will be worked out and **DOUBLE THE COST** will be recovered from the contractor, besides disengaging the crew permanently.

(e) Pilferage:

It is the responsibility of the contractor to arrange for the correct delivery of the commodities by engaging his own men. If any pilferage in the quantity of milk/milk products supplied by the Federation is noticed after the departure of the vehicle from the Dairy, **double the cost** of such short quantity will be recovered.

(e) Change of variety of milk:

Change of variety of milk sachets while loading will fetch a **penalty of Rs.1000/-** plus difference of value of milk sachets for each occasion.

22. PENALTIES FOR MISCELLANEOUS REASONS:

(a) Washing of vehicles inside the Dairy premises:

Crew are not permitted to wash the vehicles inside the Dairy, If they violate this condition, a **penalty of Rs.200/-** will be imposed for each occasion on the contractor.

(b) Non-adherence to schedule timings:

It is the responsibility of the contractor to arrange for the supply of vehicle as per the timings prescribed by the Federation for the transportation of milk/milk products to the distribution points and return back to the Dairies with the empties. Failure to adhere to the schedule timings at any point in the distribution will attract a **penalty of Rs.1000/-** per vehicle per each occasion.

(c) Carrying of unauthorized persons in the vehicle:

The vehicle provided by the contractor should not carry any unauthorized person other than the persons indicated in the schedule. If any lapse in this regard is noticed, a levy of **penalty of Rs.500/-** per occasion will be levied.

(d) Refusal to produce the vehicle for surprise inspection:

The contractor's vehicle is liable for the surprise inspection by the officials of the Federation during the period of contract. Failure or refusal to permit the inspecting officers to have inspection of the vehicle shall attract a levy of **penalty of Rs.1000/-** (Rupees one Thousand only) for each occasion.

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(e) **Unauthorized change of persons in the vehicle:**

It is the responsibility of the contractor to arrange for the distribution of milk to all the points and collection of empties back and returning to Dairy with the authorised persons who accompanied the vehicle at the time of despatch and no change of persons (vehicle crew) will be allowed en route. If any change of vehicle crew is noticed en route, it shall attract a levy of penalty **of Rs.500/-**-(Rupees Five hundred only) for each occasion.

(f) **Unauthorized driving of the vehicle:**

Contractor should ensure that the vehicles are driven only by the driver authorised under the Motor Vehicles Act with valid driving license. For violation of this, a levy of penalty **of Rs.1000/-**-(Rupees one Thousand only) shall be levied per occasion. Also the contractor will be responsible for all legal consequences.

(g) **Loss to the Federation Property:**

If any damage is caused to the person/property of the Federation due to the negligence of the crew or due to the mechanical failure of the vehicle, the loss sustained to the person/Federation shall be recovered from the hire charges bill in full as follows

- a) Double the cost of the materials, with a warning for the 1st time.
- b) For the 2nd time, double the cost of the materials shall be recovered from the hire charges bill and the vehicle crew will be disengaged, apart from taking criminal action against the persons concerned.

(h) **Refusal to ply the vehicle in the route allotted:**

The vehicle should ply normally in the route allotted to it carrying commodities of the Federation for distribution to various distribution points located in the route. Due to administrative reasons, the vehicle intended for one route may be allotted to ply in any other route by the duty officer concerned and it is the responsibility of the contractor to ply the vehicle in the so allotted route. Any refusal/deviation on the part of the contractor shall attract penalty as follows:

- i. For the 1st time, double the trip charges with a warning.
- ii. For the 2nd time, double the trip charges and the vehicle crew will be disengaged.

23. SUBSTITUTE VEHICLE:

Due to unforeseen circumstances, if the tendered Insulated vehicle(s) could not be provided by the contractor, either due to lack of fitness certificate or due to major repair, it is the responsibility of the contractor to inform in advance and he should arrange to provide a vehicle (preferably a closed metal body) with a carrying capacity of **7000/4320/1752 litres of milk with tubs** for a maximum period of 10 days either continuously or otherwise in a fortnight. A maximum period of 10 days continuously once in a year shall be allowed to the contractors to enable them to obtain Fitness Certificate from the Regional Transport Authority, provided the original R.C. and connected documents for the tendered vehicle are produced at least 15 days in advance for the stoppage of the tendered vehicle. During that period no penalty will be imposed.

But for exceeding 10 days, Rs.500/- per trip shall be imposed up to 60 days only. On expiry of 60 days the contract shall be deemed to have been terminated and the Security Deposit and pending bill will be forfeited.

24. COMBINATION OF ROUTES:

Normally each vehicle will be allotted with a route for the distribution of commodities and collection of empties. Due to problem in despatch, the routes will be combined and one vehicle will be sent in the combined route for distribution of commodities and collection of empties as usual. The vehicle concerned will be paid **170%** of the trip charges per trip, and for denial to comply with the direction of the duty officer in this regard, **the trip charges shall be disallowed.**

SIGNATURE OF THE CONTRACTOR

25. ACKNOWLEDGEMENT:

The Officials at the Control Room will record the arrival of the vehicle by affixing his signature in the records in the route schedule handed over by the crew in token of having completed the trip.

Whenever a defect is noticed, the defect shall be recorded by the Manager(Distribution) concerned or by the inspection officers either in the schedules or separately and the same shall be communicated to the contractor for his information by the Manager (Distribution) concerned within a reasonable time.

The details of lapses, recoveries / penalties etc. are kept in the Office of the General Manager (Mkg.) for the information of the contractors.

26. SECURITY DEPOSIT:

1. A Security Deposit of Rs.75,000/- (Rupees seventy five thousand only) for 8MT / Rs.50,000 (Rupees fifty thousand only) for 5MT / Rs.25,000/- (Rupees twenty five thousand only) for 2MT per vehicle is fixed as Security Deposit and interest will not be paid

2. The Security Deposit and the E.M.D. paid by the contractor shall be forfeited fully for any failure or violation of the terms and conditions and agreement clauses of the contract. The decision of the Federation is final and binding.

27. REFUND OF SECURITY DEPOSIT:

The Security Deposit shall be refunded after 6 (six) months or after the completion of audit / reconciliation of accounts for the above period of contract whichever is earlier.

28. TERMINATION OF CONTRACT:

(a) For serious lapses/malpractice in which the vehicle contractor or his representative is involved, the vehicle will be stopped immediately and the contract will be terminated. Due to administrative reasons, if need be, Federation reserves the right to terminate the contract without assigning any reasons or issuing any notice.

(b) During the operation of this contract, the contractor has no right whatsoever for the withdrawal of the contract. Violation of this will result in forfeiture of the E.M.D., and Security Deposit and the extra expenditure incurred in this regard consequent on the withdrawal of vehicles by the contractor shall also be recovered from the said contractor. However, the quantum of recovery will be at the discretion of the Joint Managing Director, TCMPF Ltd., including withholding the last fortnight bill, apart from taking penal action including blacklisting.

29. LEGAL ENTITLEMENT:

Federation shall be entitled to file criminal complaints against the contractor, if the contractor commits any offence such as criminal breach of trust, cheating and other offences as defined under various laws in force.

30. RIGHT TO ADVERTISE:

The Federation shall have the right to fix any advertisement or to direct the contractor to paint symbol board in the vehicle at its own cost during the contract period.

31. DEDUCTION OF STATUTORY TAXES (AT SOURCE):

Income Tax at the prevailing rates shall be deducted from each running bill of the contractor in accordance with the Income Tax Act. The necessary certification for Tax deduction will be issued once in a year.

SIGNATURE OF THE CONTRACTOR

32. LEAKAGE PROVISION:

The leakage allowance on non-returnable basis is fixed at 0.2% on the quantity despatched for all types of milk. Federation reserves the right to revert its stand or to change the allowance of leakage provision in any manner after reviewing, subject to functioning of the system and operational efficiency.

33. RECOVERIES:

All the sums found due to Federation under or by virtue of these presents shall be recoverable from the contractor and his properties, movable or immovable under the provisions of the Revenue Recovery Act, for the time being in force, as if they are arrears of land revenue or in any other manner as the Federation may deem fit.

34. ENHANCEMENT OF DIESEL PRICE

The hire charges as accepted by the Federation will remain firm throughout the period of contract. However, the hire charges will be adjusted for any variations in the price of diesel occurring subsequent to the date of publication of notice inviting tender. The increase/decrease in rate will be based on MRP of HSD sold by public sector oil companies in Chennai and mileage will be calculated as follows;

For 8.0 MT net carrying capacity after insulation : 5.0 KM per Litre
For 5.0 MT net carrying capacity after insulation : 8.0 KM per Litre
For 2.0 MT net carrying capacity after insulation : 10.0 KM per Litre

35. GENERAL CLAUSE:

- (a). The Joint Managing Director reserves the right to add, withdraw or modify any of the terms and conditions, if necessary after due notice to the contractor.
- (b). The Joint Managing Director reserves the right to impose / modify any penalty at his discretion on the performance of the contractor's vehicle / vehicle's crew which are covered / not covered in this agreement.
- (c). For all disputes arising out of the terms and conditions and other matters, the decision of the Joint Managing Director on the foregoing points will be final and binding.
- (d). For the repeated occurrence of breakdowns, short parking, refusal to ply the vehicle, willful breakdown, excess loading, theft etc., the Federation reserves the right to take penal action on the Transport contractor.
- (e). The Federation reserves the right to rescind the contract according to the exigency without assigning any reasons.
- (f). The tenderers whose services are not satisfactory due to poor performance during his earlier contract will not be considered for award of contract. The decision of the Federation in this regard is final and binding.
- (g). If the tenderer defaulted in any of the previous tenders to execute agreement or to pay security deposit or to operate vehicles allotted either in part or in full will not be eligible from participating in this tender.
- (h). If the successful tenderer defaulted to execute agreement or to pay security deposit or to operate vehicles allotted either in part or in full / withdrawal of vehicle shall be debarred / blacklisted from participating in subsequent tender for a period of 2 years.
- i) The tenderer shall furnish a copy of the PAN Card
- j) GPRS facility may be provided in all route vehicles by the Federation. If the GPRS is found damaged, the cost thereof would be recovered from the contractors hire charges.

SIGNATURE OF THE CONTRACTOR

- k) It is hereby clearly stated that TCMPF shall not accept any deviations of conditions stipulated to the Tenderer. Tenders must be in total conformity with the TCMPF specifications, lest the tenders shall be liable for rejection.
- l) Transport contractors should comply with the provisions of Food Safety and Standards Act of India (FSSAI).
- m) The relationship between the Federation and the contractor is one of principal to principal and not one of principal to agent.
- n) The vehicle must be insured against any loss of property such as milk, tubs and GPRS instruments etc. and persons of any kind including that of third party.
- o) The tender conditions also will form part and parcel of this agreement.

36. EXTENSION OF CONTRACT PERIOD:

The Federation reserves the right to extend the contract for six months beyond the expiry of contract period, for the same trip charges under same terms and conditions. Any failure shall end in the forfeiture of Security Deposit and the pending bills.

37. REMITTANCE OF EPF, ESI ETC.:

- a) The tenderer is liable for implementation of all applicable laws including labour laws. The contractor shall register under the EPF Act, and ESI Act etc., The contractor shall furnish the copy of EPF & ESI remittance challans of the previous month towards contribution of EPF & ESI for their employees engaged in insulated vehicles along with the second fortnight bill. Without this proof, the second fortnight bill will not be accepted. If the Contractor is not registered under the EPF Act, and ESI Act or does not furnish the proof of remittance of EPF & ESI, the Federation shall recover the EPF & ESI contribution from the contractor's hire charges bills. The contractor shall furnish all the required information and documents whenever the Federation calls for the above purpose. If any liability devolves on the Federation because of the failure of the contractor in implementing any law, the contractor shall make good the loss and pay damages to the Federation.
- b) **The contractor is responsible for implementation of all the labour laws applicable and the Federation will have nothing to do with the employees of the contractor.**
- c) **The tenderers should appoint a consultant for the purpose of fulfilling the statutory requirements of EPF/ESI failing which the Federation will appoint a consultant at the cost of contractor, and the charges payable to the consultant will be recovered from the contractor's bill.**

38. ARBITRATION:

In case either party to the contract is aggrieved by any breach of the conditions of the contract, either party shall have the right to raise the dispute before the Deputy Registrar (Dairying), Thiruvallur, by way of arbitration, under section 90 of the Tamil Nadu Coop. Societies Act, whose award shall be final and binding on both the parties. To this effect the successful tenderer shall become an Associate member of the Federation by paying the required fees.

SIGNATURE OF THE CONTRACTOR

39. TERRITORIAL JURISDICTION:

The parties hereby agree to take recourse to their legal remedies within the territorial jurisdiction of the Deputy Registrar (Dairying), Thiruvallur.

IN WITNESS WHEREOF THE PARTIES HERETO have executed these presents to the day, month and the year first above written.

GENERAL MANAGER (MARKETING)
The Tamilnadu Cooperative Milk
Producers’ Federation Limited
Nandanam, Chennai-35

SIGNATURE OF THE CONTRACTOR

WITNESSESS:-

1.

2.

WITNESSESS:-

1.

2.

TENDER FORM – 4

COVER – B

THE TAMILNADU CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD :
CORPORATE OFFICE : No.3A, PASUMPON MUTHURAMALINGANAR SALAI :
NANDANAM : CHENNAI-600 035.

RATE QUOTATION FOR DAY ROUTE OPERATION - PER LITRE COST

TENDER NO.1054/P1/MKG/2022-2024

Transport Contract Tender for Collection of Sachet Milk from Dairies and to distribute in Chennai Metro and its suburbs - for a period of 2 years - 2022-2024

1. Name of the Tenderer :

Address :

Vehicle Registration No. :

2. Rate quoted **PER DAY / PER LITRE** : Route No.
including engagement of
1 load/Deliverymen by the :
Tenderer and inclusive of all
As per T.T. Act 14(7) Rs.

(Rupees _____
_____ only)

3. Contract Period : 2 years contract (2022-2024) at the rate offered in the Tender.

4. EARNEST MONEY DEPOSIT OF : D.D. / P.O. No. :
Rs. 10,000/- PAID BY MEANS OF Date :
DEMAND DRAFT/PAY ORDER Drawn on: Receipt No. :
Date :

I/We have gone through all the terms and conditions and the agreement clauses of the contract attached to this schedule and hereby agree to abide by them.

**SIGNATURE OF THE TENDERER
WITH DATE & SEAL.**

Note: This Form-4 alone should be enclosed in cover-B.