

Notice Inviting E-Tender

TAMIL NADU CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD., AAVIN ILLAM, NANDHANAM, CHENNAI-600 035

TENDER REFERENCE NO. **38/K5/2023**

Sub: E-TENDER FOR HIRING THE PRODUCER RESPONSIBILITY ORGANIZATION (PRO) FOR COLLECTION, RECYCLE AND DISPOSAL OF PLASTIC WASTES (MILK POLY POUCHES, PLASTIC CUPS, PET BOTTLES, ETC.) AT DAIRY/PARLOUR/TCMPF PREMISES/ OR OTHER SOURCES FOR EPR COMPLIANCE AS PER THE SCOPE OF WORK

Ref.: Tender Document No. Plastic Bottle/POLY FILM AND RELATED PLASTIC WASTE COLLECTION

Last Date & Time of Submission of Technical Bid : 20.03.2024
Date of Pre-bid Meeting : 06.03.2024
Date & Time of opening of Technical Bid : 21.03.2024
Date & Time of Opening of Financial Bid : (To be communicated later.)
EMD : Rs.36,000/-

S. No.	Name of Work	APPROX.QTY (MT)
1.	Hiring the Producer Responsibility Organization (PRO) for collection, recycle and disposal of plastic wastes (Milk Poly Pouches, Plastic Cups, PET bottles, etc.) At dairy/parlour/TCMPF premises/ or other sources for EPR compliance as per the scope of work	3,891 MT

1. Period of Contract: 12 Months
2. EMD- **Rs.66,000**
3. Tender estimated value for **Rs.66 Lakh (Rupees Sixty Six Lakh Only)**
4. The bids will consist of Technical and Financial aspects as per the conditions laid down in the Bid document.
5. The successful tenderer shall be intimated about the award of the Work contract.
6. The bid shall remain open for acceptance for 120 days from the date of opening of e-Tender.
7. TCMPF Ltd./DCMPU reserves the right to reject any/all E-Tenders without assigning any reason.

TENDER FOR HIRING THE PRODUCER RESPONSIBILITY ORGANIZATION (PRO) FOR COLLECTION, RECYCLE AND DISPOSAL OF PLASTIC WASTES (MILK POLY POUCHES, PLASTIC CUPS, PET BOTTLES, ETC.) AT DAIRY/PARLOUR/TCMPF PREMISES/ OR OTHER SOURCES FOR EPR COMPLIANCE AS PER THE SCOPE OF WORK



TENDER REFERENCE NO.58/K5/2023

**TAMIL NADU CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD.,
AAVIN ILLAM, NANDHANAM, CHENNAI-600 035**

Website: www.aavin.tn.gov.in

**The Dy.General Manager (Engg.),
Purchase Section, JMD's Office,
Ambattur, Chennai-600 098**

E-mail: dgmpurchase@gmail.com

Phone: 044-23464539

1. BACKGROUND

Tamil Nadu Co-Operative Milk Producers' Federation Ltd. (TCMPF) is the milk Federation having its area of operation in several districts of Tamil Nadu and having its Milk processing unit at Ambattur, Madhavaram, Sholinganallur and Ambattur Products Dairy in Chennai, Ice Cream Plant, Madurai and Dairy cum Powder Plant, Tiruvannamalai. TCMPF Ltd. is engaged in collection of milk at rural level and processing, Marketing of milk and milk products packed in Poly pouches under the Brand name "AAVIN".

As per plastic waste management rules 2016, it is responsibility of Producer, Manufacturer and Brand owner to establish a mechanism for disposal of plastic waste generated due to its products i.e. Extended Producers Responsibility (EPR). TCMPF Ltd. intends to meet its EPR obligation of creating reverse logistic and recycling of LDPE/LLDPE SINGLE- LAYERED PLASTIC (SLP) Waste poly pouches used for packaging fresh milk & fresh products in towns/markets of Chennai & Its Area of operation in several districts of Chennai, which includes.

Offers are invited for Hiring PRO for establishing the complete mechanism of collection, recycling and disposal of post-consumer plastic waste generated due to single layer virgin LDPE film which is 100% recyclable poly pouches.

Area of operation means:- Area where TCMPF Ltd. packed Milk and Milk product are sold which include (i.e. Chennai District)

Plastic Post consumer waste means:- Milk pouches, Curd/Butter Milk pouches, Milk products cups (Curd, Yoghurt, Ice Cream etc.), Bowl (Khoa, Dahi etc), Glass (Lassi etc), PET bottles of Ghee, Butter Milk, etc.

2. SCOPE OF WORK & GENERAL TERMS & CONDITIONS OF PRO

- Establishing a mechanism for collection of post-consumer generated plastic waste
- Establishing households through appropriate channel like waste pickers, waste aggregators Scrap dealers, commercial establishments, Aavin Retail Point/ parlours, road litters etc. and transportation to processing facility through adequate capacity vehicles.
- Sorting and processing of waste at their facility - Recyclable LDPE/LLDPE/PET/IML/PP
- SINGLE- LAYERED PLASTIC (SLP) Waste poly pouches PE Material.
- Installation of bottle crushing machines at Aavin Parlours, if agency wishes so.
- Arranging the collection of crushed materials generated from the bottle crushing machines, if desired by the agency.
- The facility must have Central/State Pollution Control Board (CPCB/PCB) consent of adequate capacity at least equivalent to the take back quantity offered by the bidder.
- Dispatch of waste for recycling in suitable market acceptable forms such granules/lumps.
- Provide take back credits equivalent to Metric Tons of Plastic recycled to TCMPF Ltd.
- Registration/Renewal with CPCB will be responsibility of the agency who gets the order and the agency will also Co-Ordinate with TCMPF Ltd. for quarterly EPR compliance to CPCB.
- Submission of quarterly report of EPR compliance to CPCB and TNPCB
- Making good the shortfall quantity for EPR compliance from their own collection network

1. EPR Report and certificate for collection, storage, transportation, recycling and disposal of Plastic waste.

1.1 PRO shall responsibly manage plastic waste on behalf of the TCMPF Ltd., Chennai.

1.2 The collection of plastic waste shall be brand agnostic, and will be a cumulative quantity irrespective of the brand.

1.3 The PRO will provide monthly reports to the TCMPF Ltd. in connection with the quantity and quality of plastic waste collected, recycled and disposed. PRO shall also provide original documents including challan and records to the party enabling them to demonstrate the traceability of waste disposal. Strictly as per TNPCB requirements.

1.4 The PRO shall provide, with the monthly report and a certificate specifying the quantity of plastic waste that have been collected and sent for recycling and/or the waste disposal entities by them. It shall be the sole responsibility of PRO to ensure that the plastic waste is being recycled or offered to the waste disposal entities, strictly as per TNPCB requirements.

1.5 PRO shall ensure that the entities involved in collection, storage, transportation recycling and disposal shall comply with all pollution control regulations, including Environment

	<p>Protection Act, Air & Water Act and Rules there under etc.</p> <p>1.6 PRO shall provide valid copies of pollution control board consent obtained from the entities that will be the final disposal destination (e.g. cement kilns). This shall also form part of the monthly report.</p> <p>1.7 PRO shall prepare a standard operating procedure (SOP) for collection, storage, transportation and disposal of the plastic waste. This shall be approved by the TCMPF Ltd. and any change to the process shall be brought to the notice of the TCMPF LTD immediately.</p>
<p>2. Registration under EPR and Fulfillment of EPR requirements of the TCMPF Ltd. as per PWMR (Plastic Waste Management Rules) 2016 and its amendments of respective state PCB (Pollution Control Board) Rules.</p>	<p>2.1. PRO shall assist TCMPF LTD for fulfilling the EPR requirements of the TCMPF Ltd. as per the PWMR 2016 and its amendments as well as respective state rules. This shall include collection, recycling and disposal of plastic waste on behalf of the TCMPF Ltd. and preparing plastic waste collection plan as per the requirement of the relevant state pollution control boards.</p>
<p>3. Implementation of Central Government Waste Management Rule (EPR) and further notifications by Government for the</p>	<p>3.1 PRO through collection, recycling and disposal of plastic waste in area of operation of TCMPF Ltd. shall ensure that the TCMPF Ltd. is able to fulfill its EPR responsibilities as per the Central Government notification or TNPCB</p>

TCMPF Ltd. or any other Act as may be enforced in India and in any State in India.	notifications and its subsequent amendments and/ or the extent law on Plastic Waste Management.
4. Collection / Recycling data as per the TCMPF Ltd. / Pollution Control Board Requirements	4.1 EPR Services as per the TCMPF Ltd. requirements. 4.2. PRO shall provide data to the TCMPF Ltd. along with recycling method on or before 10th of each month.
5. EPR Services as per the TCMPF Ltd. requirements.	5.1. PRO shall make best endeavours to resolve any EPR related queries of the TCMPF Ltd.
6. Representing the TCMPF Ltd. among government agencies (CPCB/ TNPCB/ Environment Ministry) and other forums as and when required.	6.1. PRO shall only upon having received the prior written instructions from the representatives of the TCMPF Ltd., represent the TCMPF Ltd. amongst Central Government Agencies Such as Central Pollution Control Board (CPCB) or any other Government Authority such as TNPCB as and when required with minimum 72 hours notice at its own cost.
7. Liabilities of the Scope of Work	All liabilities arising out of the designated works shall be with the PRO only.

B. Infrastructure to be set by PRO

1. PRO shall set up Collection Centers and Collection Points at the earliest in order to comply with the EPR formalities and regulations lay down by Environment Ministry.
2. Plastic waste collected from any manufacturing facility will not qualify as "post-consumer plastic waste"
3. Collection Centers shall procure/collect from the following:
 - a) Rag picker
 - b) Small Scrap Dealers.
 - c) Direct collection from Institution (Hotels, Banquet Halls etc)
 - d) Other Collection Centers run by Municipal Bodies, NGO etc.
 - e) From any open sources
 - f) Cleaning contractors
 - g) Aavin Parlours / Outlets
4. PRO shall provide addresses and locations of the Collection Centers to the TCMPF Ltd., on its request.
5. The entire waste collected at Collection Centers shall be sent to Recycler's recycling plants for recycling.
6. PRO shall provide data in following format to the TCMPF Ltd., and TNPCB on/ before 10th of each month for each collection center:

Month	Collection centre	on behalf of the TCMPF LTD (MT)	Cumulative Collection (YTD)

7. Collection Parameters/Targets: To be mutually agreed between the parties. The services shall be restricted to the annual volume of Plastic waste of the respective states as communicated and agreed between the parties.

8. PRO shall also make best efforts for spreading awareness of Plastic waste recycling and sustainability among masses of these cities. The awareness toll shall be:

- Volunteers stationed on collection points.
- Posters banners placed at various locations of the city.
- Distribution of pamphlets
- The locations and the quantities of poster/ banners shall be decided by the PRO.

9. PRO may install their machines for bottle crushing /Plastic Collection/ Plastic shredding at the Aavin Parlours/Outlets, if needed. TCMPF Limited will not provide any assistance/space for the installation of these machines. All the machines installed will be outside the Aavin premises.

10. PRO will also arrange for take back credits equivalent to Metric Tons of /PE Plastic bottles as per the quantity mentioned in Notice inviting Tender, recycle and also pass on this credit to TCMPF Ltd/DCMPU account.

In addition to the above, the PRO will also arrange EPR certificate.

C. General Terms & Conditions

<p>1.0 DECLARATION:</p>	<p>The submission of a tender by a bidder implies that he/she has read the notice and conditions of the tender and the terms and conditions of contract and has made himself/herself aware of scope and specifications of the supplies to be made and the destination where the supplies have to be made and satisfied himself/herself regarding the quality and specifications of the articles.</p>
<p>1.1 Eligibility criteria</p>	<ul style="list-style-type: none"> • Bidder should have its own recycling plant for recycling post consumer waste. (Copy of MOU or other related documents shall be attached) • The bidders must be registered with State/ Central Pollution Control Board. (Consent of plastic waste management from TNPCB must be attached with documents). • The bidder should be performing EPR function for other Organizations or FMCG companies in same name and style satisfactorily and produce evidence of the same which submitting the bid. (Work order copy must be attached)
<p>2. TENDER SUBMISSION:</p>	<p>2.1 Tenders received by e-mail / by post will not be considered.</p> <p>2.2 The bidder(s) should clearly state in their offer the address, telephone, fax, e-mail, PAN and GST Regn. No. Any change in the address should immediately be communicated to the Tamil Nadu Co-Operative Milk Producers' Federation Ltd., Chennai and correspondence thereafter will be made at the changed address.</p> <p>2.3 The acceptance of the tender and award of</p>

	<p>the purchase order will be the sole right of the Managing Director, Tamil Nadu Co-Operative Milk Producers' Federation Ltd., Chennai who does not bind himself to accept a tender in whole or in part or reject any or all the tenders received without assigning any reasons and no explanation can be demanded of the cause of rejection of the tender by any bidder.</p> <p>2.4 The Managing Director, TCM PF Ltd. reserves the right to place order for whole requirement with any bidder or split the orders among one or more bidders or not to purchase at all any item even after rate approval.</p> <p>2.5 The Bidders should submit the rates (ONLINE only) as per the enclosed annexure. The conditional tenders will be rejected.</p> <p>2.6 Submission of tender documents duly Stamped and sign is mandatory.</p> <p>2.7 Form A must be attached online</p>
<p>3. Bid Validity</p>	<ul style="list-style-type: none"> • Bid shall be valid for a period of 180 days from the date of opening.
<p>4. Documents composing the Bid</p>	<p>a. Technical bid - All documents should be scanned and uploaded online only.</p> <ol style="list-style-type: none"> 1. Filled Form A. 2. Online EMD transaction acknowledgement 3. Tender document each page duly signed and stamped as token of acceptance to each and every terms and conditions. 4. Documents mentioned in point number 1.1

	<p>b. Commercial Bid</p> <ul style="list-style-type: none"> • To be filled online only in given BOQ. Please do not write your rates anywhere in tender documents.
<p>5. EARNEST MONEY DEPOSIT</p>	<p>1. The Bidder should pay Rs.66,000/- towards Earnest Money Deposit(EMD).</p> <p>2. Online payment gateway has been enabled for Tamilnadu Cooperative Milk Producers' Federation Limited, Chennai in eProcurement Portal https://tntenders.gov.in. The EMD amount should be paid only through online payment mode in e-tender portal of https://tntenders.gov.in.</p> <p>3. The EMD will not carry any interest.</p> <p>4. Bidder has to select the payment option as "pay online" to pay the EMD amount. Only after payment of EMD, bidder will be able to encrypt/upload their bids. In order to avoid any issues and last minute delay in processing of payment online, it is recommended to make payment and submit the bid as early as possible. TCMPF will not be responsible for any sort of difficulty faced/failure in submission of bids online by the bidder.</p> <p>5. Any other mode of payment of EMD shall not be accepted.</p>
<p>5a. ONLINE PAYMENT MODE (EMD)</p>	<p>During online bid submission process, bidder shall select SBI MOPS option and submit the page, to view the terms and conditions page. On further submission, bidder will be re-directed to MOPS gateway, where two options namely SBI and Other Banks will be shown, here the bidder may proceed as follows:</p> <p>1. SBI Account Holder: Shall click 'SBI' option to view the Net Banking Facility, where they can enter their internet banking credentials and transfer the EMD amount.</p>

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

Note:

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

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

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

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

6. *Tenders not accompanied with Online Payment towards the prescribed EMD will be summarily rejected and EMD payment is compulsory for all participants.*

7. No earlier EMDs or performance guarantees are transferable against present Tender. Therefore, submission of fresh EMD along with the offer is MANDATORY.

	8. COST OF BIDDING: The bidder shall bear all costs associated with the preparation and submission of its tender and TCMPF will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
6. PRICES	4.1 The lowest rate (L1) for Services As Producer Responsibility Organization (PRO) For Collection, Recycle, Disposal Of Plastic Wastes To Meet The EPR Liability In Area Of Operation Of Tamil Nadu Co-Operative Milk Producers' Federation Ltd., Chennai And Submission Of Monthly/ Quarterly Reports As Required Under PWMR 2016 To TNPCB/CPCB shall not be the only criteria for approving the tender
7.0 Payment Particulars & Security Deposit	
7.1 Period of License & Agreement	<ul style="list-style-type: none"> The tenure of this License shall be for a period mentioned in 'Notice Inviting E-Tender' from the date of commencement of service.
7.2. Payment to the PRO	<ul style="list-style-type: none"> In consideration of the award of the work, the service provider/agency will be paid by TCMPF Ltd./DCMPU on quarterly basis after submission and acceptance of EPR compliance by CPCB in proportionate to the quantity submitted against awarded tendered quantity. For calculation of monthly EPR limit variation of $\pm 10\%$ will be taken as normal.
7.3. Penalty for Non-compliance	<ul style="list-style-type: none"> In case contractor fails to provide proportionate EPR credit to TCMPF Ltd./DCMPU, 12% annual interest will be charged from contractor. For calculation of

	<p>Monthly EPR limit variation of $\pm 10\%$ will be taken as normal.</p>
<p>7.4. Security Deposit</p>	<ul style="list-style-type: none"> After Evaluation and finalization of pre qualification cum technical bids and Commercial bids, the PRO shall furnish to TCMPF Ltd./DCMPU, would be required to furnish a Security Deposit at 5% of ordered value, drawn by means of Demand Draft from any Indian Nationalized Bank / Scheduled Commercial Bank in India (Approved by the Reserve Bank of India) drawn in favour of "The Joint Managing Director, TCMPF Ltd., Chennai - 600 098", payable at Chennai (or) the successful tender shall furnish Irrevocable Bank Guarantee from any Indian Nationalized Bank / Scheduled Commercial Bank in India (Approved by the Reserve Bank of India) within 15 days from the date of notifying to them and validity period of Irrevocable Bank Guarantee will be 1 year from the date of execution of the contract for the above security amount value. The EMD already paid along with tender shall be adjusted against SD to be paid by the successful bidder.
<p>7.5. Refund of SD</p>	<ul style="list-style-type: none"> The security deposit will be refunded after necessary adjustment regarding dues etc., on normal expiry of the contract including extensions given if any, without the interest by the TCMPF Ltd./ DCMPU.

8. Other Conditions

8.1 Commencement of Services	After selecting the successful Bidder, the TCMPF Ltd., shall issue a Letter of Award (LOA) to the selected Bidder. On receipt of the LOA, the successful bidder shall submit letter of acceptance along with Security deposit within 7 days from the date of LoA. Failure of the successful Bidder to adhere to the above timelines shall be regarded as a breach of terms and conditions contained in this Bid Document and render him liable for termination of license and debarment from participating in the future projects of TCMPF Ltd., for a period of three years.
8.2 Exit by TCMPF Ltd.	TCMPF Ltd., may exit from the license at any time after commencement of services by giving 1 months notice in which case the SD will be refunded after adjusting outstanding if any.
8.3 Termination of Services for poor performance	Notwithstanding anything contained above the dues. TCMPF Ltd., may terminate the license for poor performance, breach of terms and conditions of the license, non-payment of license fee as per schedule by giving 15 days notice.
8.4 Exit by Service Provider/ Agency without notice	Exit by Service Provider/ Agency without notice shall be treated as breach of terms and conditions and Service Provider/Agency will be terminated with forfeiture of all deposits including SD and debarment for a period of Three years.

<p>8.5 Labour Laws</p>	<p>The Service Provider/Agency shall comply with the provisions of all labour legislations including the requirements of</p> <ul style="list-style-type: none"> • Payment of Wages Act • Employees' Compensation Act • Shops & Establishment Act • PF & ESI Acts • Child Labour (Prohibition and Regulation) • Contract Labour (R&A) Act, • Minimum Wages Act, 1948 <p>The TCMPF Ltd. will not accept any responsibility for the loss/damage/injury (including death) caused to the Licensee or to the personnel engaged by him in the process of rendering services under this contract and no claim/compensation will be entertained in this regard.</p>
<p>8.6 No unlawful/illegal activity</p>	<p>The PRO and/or its staff shall not carry on any unlawful, immoral or illegal activity at the premises of TCMPF Ltd./DCMPUs. It is clarified that if the Licensee suffers any loss or damage on account of the PRO being restrained by the TCMPF Ltd./DCMPUs or any other competent authority for indulging in such illegal activities or any contravention of any law, the PRO shall not be entitled to any compensation whatsoever.</p>

9. Record Keeping, Information sharing and Compliance of Instructions	
9.1 Maintenance of proper records	The PRO shall maintain proper and full records viz, accounts, vouchers, bills, tax, etc. pertaining to plastic waste collected and EPR credit gained and make it available for inspection by the TCMPF Ltd./DCMPU
9.2. Compliance of Instructions	The PRO shall comply with any other instructions issued by the TCMPF Ltd./DCMPU from time to time as may be necessary to ensure better services.
9.3 Sharing of information with TCMPF Ltd./DCMPUs	The PRO shall furnish all information, record, etc. within fifteen (15) days as may be required by the TCMPF Ltd./DCMPUs from time to time, failing which the TCMPF Ltd./DCMPU reserves the right to impose suitable penalties on the Licensee including termination of the Agreement.
9.4 Indemnity by contractors	The PRO shall at all times indemnify and save harmless the TCMPF Ltd./DCMPUs from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the TCMPF Ltd./DCMPUs by reason of any act or omission of the licensee, his agents or employees, in rendering services under the license or in his guarding of the same.
9.5. Jurisdiction of courts	The agreement shall be subject to the exclusive jurisdiction of the courts at Chennai only.

10. SUBMISSION OF BIDS	
10.1. TCM PF Ltd./DCMPU reserves the right to terminate the bidding process	TCMPF Ltd./DCMPU reserves the right to terminate the bidding process at any stage and will not be responsible for any loss or damages which the bidder may incur in the process. The Bids can be rejected without assigning any reason.
10.2 Bids not to be entertained	Conditional/ telegraphic Bids/ Physical bids shall not be entertained. Bid received late will not be entertained.
10.3 Over writing/cutting not allowed	No over writing/cutting/insertion in the Bid documents is allowed. The Bids once submitted would be binding on the Party and any subsequent alteration/amendment will not be entertained.
10.4 Signing and stamping of bid document	Digitally signed and submitted E bid will be considered as confirmation that the bidder has read, understood and accepted all the documents referred in the tender document.
10.5. Withdrawal of bid	Please refer "Instructions to Tenderers"
10.6 Corrupt or Fradulant Practices	If the PRO has engaged in corrupt or fraudulent practices, in competing for or in executing the License, the TCM PF Ltd./DCMPU may, after giving 15 days notice to the agency, terminate the License. For the purpose of this Sub-Clause: "Corrupt practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the tendering process or in License execution:

	<p>“fraudulent practice” means a misrepresentation of facts in order to influence a tendering process or the execution of a License to the detriment of the Licensor, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non competitive levels and to deprive the administration of the benefits of free and open completion.</p>
<p>10.7 Non acceptance of award</p>	<p>In case the successful bidder fails to accept the the offer of award of the contract along with payment of security deposit, within the stipulated time as advised by TCMPF Ltd./DCMPU, he will be debarred from participating in the bidding process of future projects of TCMPF Ltd./DCMPU for a period of three years.</p>
<p>10.8 Validity of bids</p>	<p>The financial bids submitted by the bidders will remain valid for one hundred and twenty (120) days from the date of submission of the bid.</p>
<p>11. OBLIGATIONS AND RIGHTS OF LICENSEE</p>	
<p>11.1 Relation of Service Provider/Agency’s labour</p>	<p>The employees, contractors, sub contractors of the PRO will not be in any contractual relation either with the TCMPF Ltd./DCMPUs</p>
<p>11.2 General liability of any person</p>	<p>The PRO will bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person (s) occurring in the course of execution of this license, including death or injury caused by the negligence of</p>

	the PRO or the PRO's failure to perform its obligation under the agreement. TCMPF Ltd./DCMPU will not be held responsible for any payment of compensation in this regard.
11.3 Compliance of statutory law	PRO shall be solely responsible for compliance with applicable laws such as good & Service Tax (GST) or any other law of the land and registration/approval from statutory authority, if required.
11.4 No unlawful/illegal activity	PRO shall not carry on any unlawful immoral or illegal activity in the premises of TCMPF Ltd./ DCMPU
11.5 Execution of agreement	The successful Bidder shall be required to execute an agreement on Non judicial stamp paper of Rs.100/- before commencement of services. Till then the letter of award, letter of acceptance and terms & conditions of Tender Document shall be binding and form part of the agreement between TCMPF Ltd./DCMPU and the PRO.
11.6 Liability of TCMPF Ltd./DCMPU	The TCMPF Ltd./DCMPU will not be liable for any liability arising under the labour laws or any other law of the land, by the PRO.
11.7 Notice by Courier/Registered AD/e-mail	Any notice in terms of this contract by either party will be given at the address stated herein above by Courier/Registered AD Post unless a different address has been intimated in writing against receipt. Upon the receipt of any other notice order, direction or any other communication from any competent authority (including notices, affecting the rates, taxes or other outgoings) one party hereto, the

	other Party shall immediately deliver a copy of the necessary document to that party.
11.8 Entitlement of compensation	In case the PRO suffers any loss on account of his being restrained by the TCMPF Ltd./DCMPUs or any competent authority for indulging in illegal activities or any contravention of any law, he shall not be entitled to any compensation whatsoever.
11.9 Indemnification by PRO	The PRO will indemnify the TCMPF Ltd/DCMPU administration for any loss or damage caused by PRO of his fault or default.
11.10 Breach of any terms and conditions of the agreement	In the event of any breach of the said terms and conditions of the agreement, the TCMPF Ltd./DCMPU shall be entitled to forfeit the whole or the part of the Security Deposit/EMD besides terminating or revoking the Agreement. The agency may also be debarred from participating in the future projects of TCMPF Ltd./DCMPU for a period of Three Years.
11.11 Termination of Agreement on other events of default	The TCMPF Ltd., shall also be entitled at any time forthwith to terminate the Contract without notice in any of the following event, that is to say (a) in the event of the PRO being convicted by a court of law under the provisions of criminal procedure code or any other law (b) in the event of the Service Provider/Agency being a proprietor or, if a firm, any partner in the Contractor firm being at any time be adjudged insolvent or a receiving order or order for administration of his estate made against him or shall take any

	<p>proceeding for liquidation or composition under any insolvency Act for the time being in force or make any conveyance or assignment of his interest or enter into any agreement or composition with his creditors for suspended payment, or if the firm be dissolved under the partnership Act o, in the event of Licensee being a company, if the company shall pass any resolution to be would up either compulsorily or voluntarily</p> <p>(c) Repudiation of agreement by PRO or otherwise evidence of intention not to be bound by the agreement. (d) Failure to adhere to any of the due dates of payment specified in the terms and conditions if any. Immediately on the determination of this agreement the Service Provider/Agency shall administration all articles in the custody or possession of the PRO and shall remove all his stores and effects from the said premises. And to lock up the same or remove articles of the PRO that may be lying there and to dispose of the same by sale or otherwise without being liable, for any damage, and all expenses incurred in connection therewith, shall be deducted by the licensor from the sale proceeds or from the Security Deposit or pending bills of the Licensee.</p>
<p>11.12 Failure to provide any record to TCMPF Ltd./DCMPU</p>	<p>TCMPF Ltd./DCMPU at their discretion may call for any record to satisfy them regarding operation of the License and Licensee will provide every help failing which it may</p>

	amount to breach of condition of the PRO.
11.13 Communication/ Information required by TCMPF Ltd/ DCMPU	All the communication/Information received/required by TCMPF Ltd./DCMPU must be furnished by the PRO within 15 days, failing which suitable penalty including termination of contract/license can be done at the discretion of TCMPF Ltd./DCMPU
12.0 CONSEQUENCES OF DEFAULT	
12.1 Consequence of failure to start the services	In the event of failure to provide EPR credit from the prescribed date as mentioned in the letter of award/ commencement of services. TCMPF Ltd./DCMPU reserves the right to annul the License and forfeit the Security Deposit, pending payment (If any), in the whole or part thereof as provided under terms and conditions of the license. The License shall also be debarred from participating in the future projects of TCMPF Ltd./DCMPU for a period of Three Years. The decision of TCMPF Ltd./DCMPU will be final and binding in this regard.
12.2 Notice for termination	In case of any event of default having occurred, it shall be lawful for the TCMPF Ltd./DCMPU any time thereafter to terminate the License Agreement and forfeit the Security Deposit, SUBJECT HOWEVER to the TCMPF Ltd./DCMPU having given to the Licensee fifteen (15) days prior notice in writing to remedy or make good such breach and in spite of such notice the Licensee having failed to remedy the breach.

13. ARBITRATION

13.1

a. In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract or the respective right and liability of the parties on any matter in question, with reference to the contract, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, such party may submit demand in writing for reference of dispute to arbitration as prescribed herein.

b. The parties hereto further agree to waive off the applicability of sub-section 12 (5) of Arbitration and Conciliation (Amendment) Act 2015 and will submit demand in writing that the dispute/differences be referred to arbitration along with format annexed hereto as Annexure-B. The demand for arbitration shall specify the matters which are in question, or subject of dispute or differences as also the amount of claim item wise.

c. Only such dispute or differences, in respect of which the demand has been made, together with counter claims of setoff given by TCMPF Ltd./DCMPU shall be referred to arbitration and other matters shall not be included in the reference.

In the event of demand made as mentioned herein above, such dispute or difference arising under any of these conditions or in connection with this contract (except as to any matters

	<p>the decision of which is specially provided by these or the special conditions) shall be referred to Sole Arbitrator from the panel of Arbitrators appointed by the Managing Director, TCMPF Ltd./General Manage, DCMPU. The award of arbitrator shall be final and binding on the parties to this contract. The venue of the Arbitration shall be at Chennai. The fees and expenses of the Arbitration tribunal and all other expenses of the Arbitration shall be borne jointly by the Parties in equal proportion subject to determination by the Arbitration tribunal.</p>
<p>14. OTHER CONDITIONS</p>	
<p>14.1 Payment of Taxes/ dues</p>	<p>The PRO will be liable for payment of all taxes/duties Good & Service tax (GST) and other liabilities in respect of the business.</p>
<p>14.2 Liability for compensation/ damages</p>	<p>The PRO shall accept liability for compensation/damages under the Consumer Protection Act or any other law in respect of performance of the services or in respect of any negligence, act/omission of the Licensee, his workmen, servants and agents.</p>
<p>14.3 Observance and Performance certain acts</p>	<p>The PRO shall, at all times indemnify the TCMPF Ltd./DCMPU against all claims and penalties which may be suffered by TCMPF Ltd./DCMPU or any person employed by them by reason of any default on the part of the tenderer in due observance and performance of provision of:</p> <ul style="list-style-type: none"> i. Workmen’s Compensation Act-1923 ii. Employment of Children’s Act XXVI of

	<p>1938 and</p> <p>iii. Any other relevant laws</p>
14.4 Compliance of instruction	<p>The PRO shall comply with any other instructions issued by TCMPF Ltd./DCMPU from time to time within a reasonable time, as may be necessary to ensure better services.</p>
14.5 General	<p>The licensor reserves the right to amend any of the clauses of the agreement and also to add fresh clauses from time to time. The rider agreement in this regard shall be executed between the parties within 15 days of the amendment/changes</p> <p>Further, TCMPF Ltd./DCMPU reserves the right to extend or reduce the time stipulated in any clause in the tender/ license conditions herein above, in order to meet operational exigencies. The decision of the Director of TCMPF Ltd./DCMPU in this regard shall be final.</p>
15. FORCE MAJEURE	
15.1	<p>In the event of any unforeseen event directly interfering with the operation of License arising during the currency of the license agreement; such as war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, accident, strike, riot, lock out, act of public enemy, acts of God, sabotage; the Licensee shall, within a week from the commencement thereof, notify the same in writing to the Licensor with reasonable evidence thereof. The collecting facilities shall be restored as expeditiously a possible or, as the case may be, the impediment to</p>

	<p>accessibility shall be removed as expeditiously as possible. If the said property cannot be rendered fit for occupation and use for more than thirty days, the Licensee shall not pay License fee for such period till the said property becomes accessible and operational following cessation of force majeure event mentioned above. The period of license will be further extended for the period during which License was not operational.</p>
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DRAFT

D. (PRO) Must Provide following information to TCMPF Ltd./DCMPU on letter head or in given format.

Following information is only to assess the bidder's capability for performing the work.

S.No.	Description	Information to be filled by PRO
A. Details of infrastructure available in Tamil Nadu		
A1.	Location of the work area	
A2.	Number of collection centers with locations details	
A3.	Number of rag pickers registered with the organization.	
A4.	Waste processing facilities	
A5.	Recycling and other facilities	
A6.	Agreement with the cement industries (Please attach copy of the agreement)	
B. Year wise plastic waste collection/Management		
B1.	Plastic waste collected from Tamil Nadu	
B2.	Waste recycled or sent for recycling	
B3.	Waste utilized for co-processing in cement kiln or other uses.	

ANNEXURE-B

Form – A

(Filled and Scanned copy to be uploaded -mandatory)

Date :

To,

The Managing Director,
TCMPF Ltd., Chennai

Dear Sir,

I/We hereby furnish below some particulars about our Company/unit which will form a part of our offer submission:

1.	Name of the Company/Unit	
2.	Address of the Company /Unit	
3.	Telephone /Mobile Nos	
4.	Email ID	
5.	Name of the CEO/Proprietor/ Partner	
6.	Name and designation of other Authorized signatory of the Company /Unit	
7.	Particulars of Regn. Certificate Issued by the competent authority (Regn No. & Date)	
8.	We are manufacturer/ distributor/ dealer/ supplier/ PRO of Co.(with Proof)	
9.	GST NO & Dtd.	
10.	PAN Number (Permanent Account Number- Income Tax)	
11.	Have your Co./Unit or its sister concern ever been black listed/ debarred by TCMPF LTD or its sister Milk Unions or GOI /GOMP & its undertaking ? YES / NO	

Seal & Signature of the
Authorized Signatory of the Company/Unit

ANNEXURE-C

MY/OUR BOQ IS AS UNDER:

(TO BE SUBMITTED THROUGH ONLINE ONLY)

APPROX. QTY OF PLASTICS (IN MT)	MT	QUOTED FEE FOR 12 MONTHS (INCLUDING GST)	
		FIGURES	IN WORDS
3,891 MT			

Seal & Signature of the
Authorized Signatory of the Company/Unit

DRAFT

ANNEXURE-D

FORMAT FOR DEED OF AGREEMENT

(To be submit by successful bidder on non judicial stamp paper of Rs.
1000/- duly notarized)

The agreement made on this day of.....between the Managing Director, Tamil Nadu Co-Operative Milk Producers' Federation Ltd., Chennai (Here after called the "first party") and referred as 'BRAND OWNER' for the work.

AND

..... (Successful Bidder) by Shri/Smt..... (Here after called the second party) and referred as 'PRO' (Producer's Responsibility Organization) for the work. WHEREAS the first party after lawful tendering process has selected second party utilize the services of (Successful Bidder) on PRO of TCMPF Ltd., Chennai for the scope of work mentioned in the tender. i.e Collection, Recycle and Disposal of Plastic waste (Milk/Curd/Buttermilk Poly Pouches, Plastic cups of Lassi, Yoghurt, Khoa, Curd, and Plastic trays of Mysore Pak etc.) from area of operation of Tamil Nadu Co-Operative Milk Producers' Federation Ltd., (i.e. Chennai Districts)

WHEREAS First party has accepted the proposal of second party to provide his services as per details below, on job contract basis for making effective & efficient collection of Plastic Wastes (Post consumer wastes) of TCMPF Ltd. in accordance to fulfill the requirement of TNPCB Plastic Waste (Management and Handling) rules 2016.

Terms and Conditions included in the Tender No. (Tender Reference no.) As published in TN E-tender website dated will also form part of this agreement.

Now this agreement witnessed as follows:-

In consideration of the payment hereinafter agreed to be made by the first party to the second party, the second party has agreed-to provide the PRO services in the area of operation of first party, as given below:-

SCOPE OF WORK:

1. Establishing a mechanism for collection of post-consumer wastes generated by households of area of operation of TCMPF Ltd. through appropriate channel like – waste pickers, waste aggregators, scrap dealers, commercial establishment, Aavin parlors, Bottle crushing machines, road litters etc, and transportation to processing facility through adequate capacity vehicles.
2. Sorting and processing of waste at their facility - Recyclable plastic Material. The facility shall have valid State PCB consent of adequate capacity at least equivalent to the take back quantity for which EPR certificate is provided.
3. Dispatch of waste for Recycling in suitable market acceptable form such as granules/lumps.
4. Provide take back credits equivalent to Metric tons of PE Plastic recycled in format of TNPCB.
5. Provide EPR Certificate stating quantum of waste diverted from land filling, tons of CO₂, emissions mitigated and energy saved which can be submitted to the concerned State Pollution Control Board.
6. Provide a detailed activity report on established channels, Nos. of waste pickers engaged for take back system and quantity of recycling established in state of implementation.
7. Creating awareness of consumers for recycling of plastic waste through suitable mass media like advertisements, workshops, hoardings at Aavin Parlors etc.
8. Mention Aavin initiative in different EPR Forums across the State/country.
9. Preparation of Action Plan to meet EPR obligation as per format of CPCB/Urban Development, assistance of endorsement of action plan from concerned government authority and obtaining plastic waste/ Brand Owner registration for TCMPF Ltd. from EPR portal.

SERVICE CHARGES: Charges for providing the above mentioned services shall be as under including annual return filing fees:

Details	Rate (Rs./Kg) Excluding GST(as applicable)
Recycling of plastic wastes as per scope of work given	Rs.

Tender document including '**Notice Inviting Tender**' will form part of this agreement & accordingly, all statutory acts & Government of India instructions etc are binding on the contractor.

BINDING:

It shall be binding on the second party that it does not divulge any secret or sensitive information of the first party, which comes to their knowledge in the discharge of their duties.

Similarly, it shall be binding on the first party that they do not interfere with the administration and management of the second party.

The TCMPF Ltd. or any of its officers/employees shall not be legally responsible in any manner, in the eventuality of death, injury, loss or damage being suffered by or caused to any of the personnel/ employees deployed by the second party to discharge its obligations under this agreement. All the acts/rules will be followed by second party for persons engaged in referred work.

PAYMENT TERMS:

1. For recycling of PE, invoice will be made on monthly basis with evidence (In the form of EPR certificate) which will not be exceed than the sale of product in plastic packaging during the concerning period of Plastic waste collected & recycled on behalf of TCMPF Ltd. and accepted by relevant Government/Municipal authorities. Payment will be made within 15 days of receipt of invoice with required certificates.
2. Formality and liasoning for getting plastic waste consent from TNPCB /CPCB through EPR online platform will be performed by second party

however registration fees will be reimbursed by TCMPF Ltd. based on online challan generated through EPR portal.

ENFORCEMENT OF LABOUR LAWS:

The second party will ensure that the relevant labor laws are duly complied with. The second party shall be solely responsible for compliance with various laws which may have any bearing on the employment by him, of the personnel used by him for rendering services to the TCMPF Ltd.

The second party undertakes to meet all the statutory requirements as provided by the legislation governing labor practices or any other employment issues. In case violation of any legal provisions having its applicability to the present Contract or its subject matter, the sole liability, whether vicarious or other, shall be that of the second party and not of the TCMPF Ltd., Chennai.

ENFORCEMENT OF TNPCB (Tamil Nadu Pollution Control Board) Rules/ Laws:

The second party will ensure that the relevant laws of plastic waste (Management and handling) rules 2016 are duly complied with. The second party shall be solely responsible for compliance with various laws which may have any bearing on him or on TCMPF Ltd.

PERIOD OF CONTRACT:

PRO will be hired initially for one year from releasing of work order/till tendered quantity is exhausted whichever is earlier.

However, it will be open for Federation to terminate the contract by giving one-month clear notice in writing.

ARBITRATION:

Any disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the case may be put up to Managing Director, TCM PF Ltd., for resolution. In case of non resolution further action will be taken as per Arbitration Act 1996

AREA OF JURISDICTION: -

For any disputes the area of jurisdiction will be Chennai (TN).

<u>FIRST PARTY</u>	<u>SECOND PARTY</u>
AUTHORISED SIGNATORY	AUTHORISED SIGNATORY
Sign	Sign
Stamp	Stamp
WITNESSES	
WITNESS 1	WITNESS 1
Sign	Sign
Name	Name
Post	Post
Address	Address
Mob.No.	Mob.No.
WITNESS 2	WITNESS 2
Sign	Sign
Name	Name
Post	Post
Address	Address
Mob.No.	Mob.No.

ANNEXURE-E

**TAMIL NADU CO-OPERATIVE MILK PRODUCERS' FEDERATION
LTD., CHENNAI**

FORMAT OF BANK GUARANTEE (FOR PERFORMANCE GUARANTEE)

(Address as mentioned in Notice Inviting Tender)

Whereas the Tamil Nadu Co-Operative Milk Producers' Federation Ltd., Chennai (hereinafter called "TCMPF Ltd." which expression shall include its successors and assigns) having awarded a work order/contract / supply order No..... Dated (Hereinafter called the contract) to M/s. (Hereinafter called the contractor / supplier) at a total price of Rs.....per annum subject to the terms and conditions contained in the contract.

WHEREAS, the terms and conditions of the contract require the contractor to furnish a bank guarantee for Rs..... (Rupees.....) being% of the total value of the contract for proper execution and due fulfilment of the terms and conditions contained in the contract.

We, the Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably undertake to pay to TCMPF Ltd. immediately on demand in writing and without protest/or demur all moneys payable by the contractor/ supplier to TCMPF Ltd. in connection with the execution/ supply of and performance of the works/equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by TCMPF Ltd. by reason of any breach by the contractor/supplier of any of the terms and conditions contained in the contract as specified in the notice of demand made by TCMPF Ltd. to the bank. Any such demand made by TCMPF Ltd. on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee.

However, the Bank's liability under this guarantee shall be limited to Rs.....in the aggregate and the bank hereby agrees to the following terms and conditions:-

(i) This guarantee shall be a continuing guarantee and irrevocable for all claims of TCM PF Ltd as specified above and shall be valid during the period specified for the performance of the contract including the period of maintenance/warranty i.e. up to.....

(ii) We, the said bank further agree with TCM PF Ltd that TCM PF Ltd shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by TCM PF LTD against the contractor/supplier under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any forbearance, act or omission on the part of TCM PF LTD or any indulgence by TCM PF LTD to the contractor or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

(iii) This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever TCM PF LTD may now or at any time have in relation to the performance of the works/equipment and the company shall have full re-course to or enforce this security in performance to any other security or guarantee which the TCM PF LTD may have or obtained and there shall be no forbearance on the part of the company in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for TCM PF LTD to proceed against the said contractor/supplier before proceeding against the Bank.

(iv) This guarantee/ undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or

insolvency of the supplier/ contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to TCMPF LTD in terms thereof are paid by the Bank.

(v) The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the supplier/contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the supplier/contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to TCMPF LTD in terms hereof.

We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of TCMPF LTD in writing. Unless a claim is made in writing within three months from the date of expiry of this guarantee i.e..... (Three months after the date of expiry) we shall be relieved from all liabilities under this guarantee thereafter.

Signed this day of at.....

For and on behalf of Bank

WITNESS.

1. _____

2. _____

ANNEXURE-F
CHECK LIST

<u>S.NO.</u>	<u>QUALIFYING CRITERIA</u>	<u>DETAILS</u>
1.	Experience of work (please attach purchase order/work order of previous three years from the last date of submitting this tender)	
2.	Format given in page number 8 of tender document Filled and scanned (Document To Be Attached Online)	
3.	GST registration no. (Scan Certificate To Be Attached Online)	
4.	PAN details. (Scan Document To Be Attached Online)	
5.	Tender document with seal and sign. (Scan Document To Be Attached Online)	
6.	Income Tax return of last three years (2022-23, 2021-22, 2020-21) (Financial Or Assessment Year.) (Scan Document To Be Attached Online)	
7.	EMD acknowledgement receipt	
8.	FORM-A (Scan document to be filled and attached online)	
9.	Firm registration certificate (scan document to be attached online	

Note: -

- Please attach scan copies of above mentioned documents online only.
- Bidder need not to send the physical documents to TCMPF Ltd., Chennai

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

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

More information useful for submitting online bids on the portal may be obtained at <https://tntenders.gov.in>.

REGISTRATION:-

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

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search operations built in the <https://tntenders.gov.in> to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organisation Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other key words etc to search for a tender published on the CPP portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender documents.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender in case they want to obtain any clarification/help from the Helpdesk

PREPARATION OF BIDS:

- 1) Bidder should take in to account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which bids documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should keep ready the bid documents to be submitted as indicated in the tender document /schedule and generally they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as part of every bid, a provision of uploading such standard documents (e.g PAN card copy, annual reports, auditor certificates etc) has been provided to the bidders .Bidders can use "MySpace" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be

uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:

- 1) Bidder should log in to the site well in advance for bid submission so that they can upload the bid in time i.e on or before the bid submission time. Bidder will be solely responsible for any delay due to other issues.
- 2) The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “online” to pay the tender fee/EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document.
- 5) Bidder is requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the Financial Bid is a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders.

Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder).No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidder’s dashboard) will be considered as a standard time for referencing the deadline for submission of the bids by the bidders, opening of bids etc.,. The bidder should follow this during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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

ASSISTANCE TO BIDDERS

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

SYSTEM REQUIREMENT:

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

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

Internet Options → custom level.

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