

Tamilnadu Co-operative Milk Producers Federation Ltd.,
Sholinganallur Dairy, Chennai-600119.



(e-tender through e-procurement portal at <https://tntenders.gov.in>)
e-tender Document for providing 15 Nos. of ITI Qualified Operators for
three shifts on contract basis for operation of milk pouch machines at
Sholinganallur Dairy for a period of two years

Tender Reference No:1389/E2/SNR2024

THE DEPUTY GENERAL MANAGER (ENGG),
TAMILNADU CO-OPERATIVE MILK PRODUCERS FEDERATION LTD,
RAJIV GANDHI SALAI,
SHOLINGANALLUR DAIRY,
CHENNAI –600 119,
Landline: 044-23464582.
E-Mail: dgmsnr@gmail.com
Website for online bid submission <https://tntenders.gov.in>

TENDER INFORMATION

1	Name and address of the Unit	The Deputy General Manager(Engg.), TCMPF Ltd., Rajiv Gandhi Salai, Sholinganallur Dairy, Chennai-600119. E-Mail: dgmsnr@gmail.com
2	Place of Work	Sholinganallur Dairy, Chennai - 119
3	Name of the Item/Work	For providing 15 Nos. of ITI Qualified Operators for three shifts on contract basis for operation of milk pouch machines at Sholinganallur Dairy for a period of two years
4	Method of Tender	e-Tender System (Online Technical Bid and Commercial Bid) through e-Procurement Portal https://tntenders.gov.in
5	Tender Reference Number	1389/E2/SNR2024
6	Tender Estimated Value	Rs.86.00 Lakh
7	Earnest Money Deposit (EMD)	Rs.86,000/- (Rupees Eighty six thousand only)
8	URL for online bid submission for e-tender	https://tntenders.gov.in
9	Cost of Tender Document	Tender documents can be downloaded at free of cost from the website https://tntenders.gov.in
10	Tender Document Availability on the Portal	From:30.01.2025 to 13.02.2025 up to 3.00 PM
11	Date of Pre-Bid meeting	Date:05.02.2025 Time:11.30 AM
12	Date of Closing of e-Submission of Technical Bid and Commercial Bid.	Date:14.02.2025 Time: 11.00 AM
13	Date and time of opening of Part Technical Bid of e-Tender	Date: 17.02.2025 Time: 11.00 AM
14	Date and time of opening of Part-II Commercial Bid	The date of opening of Commercial Bid will be informed to the eligible tenderers through Online Portal and registered e-mail.
15	Place of Pre-Bid meeting & Part I Technical Bid and Part-II Commercial Bid opening.	The Deputy General Manager, TCMPF Ltd., Rajiv Gandhi Salai, Sholingnallur Dairy, Chennai – 600119.
16	Special Instructions to the Tenderers/ Tenderers for the e-submission of the bids online through this e-Procurement Portal. The link for which is	https://tntenders.gov.in/nicgep/app?page=HelpForTenderers&service=page
17	Tenderers Manual Kit. The link for which is	https://tntenders.gov.in/nicgep/app?page=TenderersManualKit&service=page

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ACRONYMS USED IN THE TENDER DOCUMENT

TCMPF Ltd	TAMILNADU COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED
FSSAI	FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA
DD	DEMAND DRAFT
EMD	EARNEST MONEY DEPOSIT
SD	SECURITY DEPOSIT
LD	LIQUIDATED DAMAGES
LOA	LETTER OF ACCEPTANCE
GST	GOODS AND SERVICE TAX
EPF	EMPLOYEES PROVIDENT FUND
ESI	EMPLOYEES STATE INSURANCE

TECHNICAL BID

1 PREAMBLE OF E-TENDER:-

The Deputy General Manager(Engg.), TCMPF Limited, Sholinganallur Dairy, Chennai invites Bids only by way of e- submission from the eligible tenderers for providing 15 Nos. of ITI Qualified Operators for three shifts on contract basis for operation of milk pouch machines in Sholinganallur Dairy for a period of two years.

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

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

2 INSTRUCTION TO BIDDERS:-

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

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

3 MODE OF SUBMISSION:

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

3.1.1). Part A – Technical Bid

3.1.2). Part B – Financial Bid

4 LANGUAGE OF THE E-TENDER:-

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

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

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

Pre-Qualification Criteria		Proof to be submitted for fulfilling the Pre-Qualification Criteria
5.1	Payment of EMD	The tenderer shall furnish evidence for e-payment of prescribed EMD
5.2	PAN	Copy of the PAN Card
5.3	GST	Photostat copy of GST registration
5.4	EPF and ESI registration certificates	Copy of the EPF and ESI registration as proof for engaging labour on contract
5.5	Copy of the ITI Passed Certificate	The tenderer should upload Photostat copy of ITI passed certificate of a minimum of 15 personnel
5.6	Proof for experience	The tenderer should have a minimum of 1 year previous experience as on the date of opening of Technical bid of having skilled people on contract basis to any Govt. organization, Co-operative organization or any reputed private organization. The Federation reserves the right to inspect any organization where the tenderer provided labourers on contract basis. The copies of work order or any other authentic document to show that the tenderer has such experience should be enclosed as evidence.
5.7	Performance certificate	The tenderer should upload photostat copy of documentary evidence for having provided not less than 10 Nos. of Skilled people in a single organization for one year on contract basis to any Govt. organization, Co-operative organization or any reputed private organization within the period of 3 years period as on the date of submitting the tender.
5.8	Manpower provided evidence	The tenderer should upload the attested copy of the work order or attendance register or wage register or EPF challans or any other document containing a minimum manpower of 20 skilled persons.
5.9	Financial Turn Over	The tenderer should have an average annual financial turnover of minimum 30% of the estimate value in the last 3 years (Financial year i.e, 2021-2022, 2022-2023, 2023-2024) the average annual turnover statement duly certified by the Chartered accountant with proper authentication evidence.
5.10	Self declaration form	The tenderer should furnish the self declaration form for has either been black listed or charged for non - performance in honouring any of the contractual obligations either partly or fully in the past 3 years in the Federation/ Unions/Govt. / Private Institution.
5.11	The tenderer should produce all the above mentioned documents in original for verification when called for.	
5.12	The Federation reserves the right to reject the offer of a tenderer who had either been black listed or charged for non-performance of any work either in part or full in the Federation previously during the last 3 years.	
5.13	THE TENDERER NOT COMPLYING WITH THE ABOVE TENDER REQUIREMENT IS LIABLE TO BE REJECTED	

6.0 GENERAL TERMS AND CONDITIONS

The work contract for Providing 15 Nos. of ITI qualified operators for 3 shifts on contract basis for operation of milk pouch machines at Sholinganallur dairy for 24 months from the date of execution of agreement by the tenderer.

- 6.01. If the day of pre bid meeting or the tender opening day is declared as holiday, the tender shall be received and opened on the next working day at the same time and place.
- 6.02. The PART – I Technical bid will be opened on the date, time and venue specified, in the presence of the tenderers or their authorized representatives who opt to be present during the opening.
- 6.03. PART I Technical bid, specifies the pre qualification based on various factors such as man power strength, capacity, suitability, eligibility etc., of the tenderer, that will be evaluated, considered and decided prior to opening of their part II commercial Bids of the tenderer.
- 6.04. The tenderer who do not satisfy any/all the terms and conditions specifically so mentioned under Part – I Technical bid, are not eligible for opening of commercial bid and the Part II Commercial Bid shall not be opened, treating it as non responsive.
- 6.05. The Part – II Commercial bids shall normally be opened within 90 days from the date of opening of the Part – I Technical Bid at the convenient date and time of Tender Inviting Authority.
- 6.06. The date of opening of commercial bid will be intimated separately to those who are qualified in the Part – I Technical bid. The Part – II Commercial bid will be opened in the presence of tenderers or their authorized representative who are present at the time.
- 6.07. The tenderer should hold the tender offer valid for acceptance for a period of 180 days from the date of opening of Part I Technical Bid.
- 6.08. The Tender forms are not transferable or assignable.
- 6.09. In the event of revision of daily wages by the District collector during the period of the contract and revised order implemented in the Federation, the successful tenderer shall pay the revised rate and claim from the Federation. No change in the

rate is allowed during the contract period, except the revision of collector wages on implementation in Federation and corresponding EPF, ESI and GST.

- 6.10. The signatory of the tenderer should indicate his/her/their status in which he/she/they have signed and should submit necessary legally admissible documentary proof in respect of such authority assigned to him/her/them by the Firm.
- 6.11. No tenderer shall be allowed to withdraw the tenders after submitting the tender.
- 6.12. The tenderer may submit a modified tender before the last date for receipt of tender provided that where more than one tender is submitted by the same tenderer, the lowest eligible financial tender shall be considered for evaluation.
- 6.13. The variation in GST levied by the Government shall be effected on the basic price to the benefit of either the tenderer or the Federation as the case may be.
- 6.14. In case the tenderer engaged workers from other states, it is the liability of the contractor to obtain necessary migration certificate from the authorities of the state concerned as per rules in force and a copy of it should be provided to this office.
- 6.15. No revision of any tax will be entertained at any cost during the contract period and on extension period except the revision of collector wages on implementation in Federation and corresponding EPF, ESI and GST as in Tender clause 6.09.
- 6.16. The successful tenderer should ensure that his workers abide to the instructions given by the officials or shift officers or AGM(Engg) or DGM(Engg) of this Dairy from time to time
- 6.17. The contract workers shall not be relieved from the work spot without arrival of the reliever.
- 6.18. The contractor should furnish the copy of the contract labour licence under contract labour act 1970 section 12.
- 6.19. The tenderer providing the labourers should do the any other work assigned by the DGM(Engg), Sholingnallur Dairy.
- 6.20. There will be no employer- employee relationship between the employees of the successful tenderer and the Federation.
- 6.21. The successful tenderer alone is liable for implementation of all the Labour Laws applicable to his employees.

- 6.22. In case, by chance, the Federation has to shoulder any liability arising out of any statutory provisions, the successful tenderer shall make good the loss in that regard to the Federation.
- 6.23. In case of any accident involving the employees of the successful tenderer the compensation and the penal consequences under the relevant Act shall be borne entirely by the successful tenderer.
- 6.24. If the Federation has to incur any expenditure in that regard, the same shall be reimbursed by the successful tenderer.
- 6.25. The employees so engaged by the successful tenderer under no circumstances could be considered for appointment in the Federation on the ground that they have worked as a contract labourer.
- 6.26. The employees of the successful tenderer cannot claim any benefits or amenities extended to Federation employees.
- 6.27. All sums found due to the Federation under or by virtue of these payments shall be recoverable from the successful tenderer under the provisions of Tamilnadu Co-op. Societies Act 1983 or in any other legal manner as the Federation may deem fit, if the same could not be recovered by adjusting from the security deposit or the bills of the tenderer, due to any reason.
- 6.28. The Managing Director, TCMPF Ltd., Chennai reserves the right to split the tender and place orders on one or more tenderer. The Managing Director, also reserves the right to reject any tender offer fully or partially without assigning any reason thereof.
- 6.29. The successful tenderer, after the expiry of the contract period has to execute the work at the same rate, terms and conditions for a period upto 6 months from the date of expiry of the contract in case of delay in finalization of new tender.
- 6.30. The successful tenderer should not engage persons below 18 years and above 50 years of age to do this work. Aadhar card / other govt. record to be submitted for proof. The successful tenderer should supply all the manpower's and the tenderer should supply manpower as per requirement each shortfall of manpower penalty will be imposed double the District collector wages. Employment of child labour is strictly prohibited under the law. Therefore the tenderer should not engage any child. If the tenderer engaged persons below 18 years, the contract will be terminated.

- 6.31. The successful tenderer shall be responsible to the TCMPF for any loss or damage arising out of theft, burglary, pilferage, larceny, mischief, looting etc., due to the involvement or negligence of his workers and the successful tenderer shall make good any such losses or damages as ascertained by the Federation and such losses are liable for deduction from his bills/deposits etc.
- 6.32. The Successful tenderer should furnish medical fitness certificates from FSSAI Medical Officer within 30 days from the date of taking over the job in respect of all his workers that they are not affected with any communicable diseases. Failing which the Federation will arrange for the medical checkup and certificates and the cost of expenditure incurred in such medical checkup will be recovered from the successful tenderer.
- 6.33. The Successful tenderer should execute the work as per requirement in the tender documents. If the successful tenderer fails to execute the work in part or in full or any lapse is noticed for more than 3 occasions, the Federation reserves the right to terminate the contract and the Federation would be at liberty to call for new tender. This is in addition to forfeiting the Security Deposit and recovering damages for the losses caused to the Federation by such lapses.
- 6.34. If the contract is prematurely terminated for lapses on the part of the tenderer to fulfill the terms and conditions or prematurely withdrawn by the successful tenderer, the Security Deposit is liable to be forfeited and if the amount of such loss is more than the security deposit, the same will be recovered from the successful tenderer by legal means, apart from forfeiture of any amount due to the successful tenderer.
- 6.35. The successful tenderer should pay not less than the daily wages prescribed by the District Collector to his workers.
- 6.36. The successful tenderer should compulsorily maintain a wage register in Form No XVII showing that the collector wages are paid to his workers as per the "Minimum wages Act". The wage register should be produced along with monthly invoice.
- 6.37. The Federation shall have no control over the employees of the contractor. It is for the contractor to engage the employees of his choice and the Federation is concerned only with the quality of the work. Based on the quality of work the monthly bill will be settled.

- 6.38. The successful tenderer shall be responsible for the discipline of the persons engaged by him for the execution of the work in this dairy.
- 6.39. The successful tenderer should provide Uniform (or) Over coat or Apron with cap, face mask to his employees with the name or emblem of the Company, failing which it will be supplied by the Federation and the cost will be recovered from the successful tenderer.
- 6.40. The successful tenderer should bear all expenses regarding compensation wages and allowances, PF, ESI, Bonus, Gratuity as applicable relating to personnel engaged by him and abide by the provision of various labour legislation including weekly off and working hours.
- 6.41. The tenderer should maintain all the records and documents under various labour laws applicable to contract labour/personnel and also Shops and Establishment act rules applicable to his / her establishment and make them available at Sholingnallur Dairy TCMPF Ltd at all the times. Indicative list of such records for example 1) Register for workmen 2) Employment card (to be issued to works) 3) Muster roll 4) Register for wages ect..
- 6.42. The personnel deployed shall be healthy, active and nobody should have any communicable diseases.
- 6.43. The tenderer should arrange to maintain daily shift wise attendance record of the contract workers deployed by him showing the arrival and departure time. The attendance register and gate register to be checked with the concerned Deputy Manager (Engg)/ JDO and should be submitted to the Shift officer in respective shifts (To be acknowledged by the shift officer. The attendance record shall be produced for verification on demand of DGM(Engg)/AGM(Dg)/AGM (Eng)/Other officers by the TCMPF at any other point of time.
- 6.44. Replacement of workers to be intimated to the TCMPF Ltd and full particulars of the replaced workers (Name, address etc.) details shall be furnished to the TCMPF Ltd.
- 6.45. The tenderer should ensure that his workman are granted holidays/ leave with wages as per applicable act/rules.
- 6.46. All the workers should be provided with the Identity card with color photo; Name, date of birth, local and Permanent address of his workers and the supervisor. Failing

which, it will be supplied by the Federation and the cost will be recovered from the successful tenderer.

- 6.47. The successful tenderer should remit EPF and ESI amount payable to the concerned Department as per rules in force in respect of his workers.
- 6.48. The successful tenderer alone shall be responsible for discharge of all the legal obligation & under various labour legislation statutory dues in force for the persons engaged by him. In case, by chance the Federation has to shoulder any liability arising out of any statutory provisions, legal obligations the successful tenderer shall make good the loss in that regard to the Federation.
- 6.49. The successful tenderer shall indemnify and keep harmless the TCMPF Ltd., from any claim by employee/workers employed/engaged by him for the purpose raised under workman's compensation Act, or other enactments of such nature in force.
- 6.50. It shall be incumbent upon the successful tenderer to register himself with the appropriate authorities under the contract labour (Regulation & Abolition) Act 1970.
- 6.51. In respect of the successful tenderer liability under the Labour laws or any other laws, if the Federation incurs any loss, or expenditure the same will be recovered/ deducted from the successful tenderer
- 6.52. The successful tenderer alone is the sole employer and it is his responsibility for the discipline of his persons and to extract work from his employees conforming to the stipulations in this tender document. For any commission and omission on the part of his employees, the successful tenderer alone is liable and the latter shall pay damages to the Federation for any damage loss caused to the Federation by his employees.
- 6.53. No labourer of the Contractor shall be supplied any eatables from the Sholinagnallur Dairy canteen at subsidized rates applicable to workers/staff of TCMPF Ltd.
- 6.54. All the contract labourers should entered attendance through Bio metric while on entry and leaving from the Dairy. The late arrival of contract labourers penalty will be imposed. If any late attendance found the management reserves to take final decision.
- 6.55. The successful tenderer shall pay the salary to the workers not less than the collector wages declared by the District Collector. The salary must be deposited in the individual workers' bank account only and the remittance details for the above

must be submitted to TCMPF Ltd., along with the next month bill, violation of any of the above conditions will be seriously viewed and the successful tenderer will only be held responsible for any sort of action that will be taken by the Labour Welfare Department.

- 6.56. The successful tenderer should pay the collector wages for **8 hours** duty per person. No Contract labourers to be allowed beyond the 8 hours duty and Double duty also not entertained.
- 6.57. The successful tenderer should do the work directly and no sub contract is allowed.
- 6.58. The successful tenderer shall bear all the expenses regarding uniforms, preparation of their ID Cards, compensation, wages and allowances such as PF, ESI etc.,
- 6.59. The successful tenderer shall pay the wages to the individual on or before 12th of every succeeding month.
- 6.60. The successful tenderer shall also quote his rate of profit (Service charges) in addition to the wages paid to the workers as mentioned in column No.7 in Commercial Bid in rupees.
- 6.61. The successful tenderer shall submit the workers name EPF number and proof of submission of EPF, ESI, wage register etc., as applicable every month for the previous month along with the monthly bill with respect to all the employees deployed by the successful tenderer.
- 6.62. The tenderer should quote the rate in service charges in Column No.7 in one lumpsum in total value. The tenderer quoted the aggregate value least will be taken as L1

7.0 EARNEST MONEY DEPOSIT

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

S. No.	Name of work	EMD amount
1	For providing 15 Nos. of ITI Qualified Operators for three shifts on contract basis for operation of milk pouch machines at Sholinganallur Dairy for a period of two years.	Rs.86,000/- (Rupees Eighty six thousand only)

- 7.1 Online payment gateway has been enabled for The TCMPF Ltd in e-Procurement Portal <https://tntenders.gov.in>. The EMD amount should be paid only through online payment mode in e-tender portal of <https://tntenders.gov.in>.
- 7.2 The EMD will not carry any interest.

7.3 Bidder has to select the payment option as “pay online” to pay the EMD amount. Only after payment of EMD, bidder will be able to encrypt/upload their bids. In order to avoid any issues and last minute delay in processing of payment online, it is recommended to make payment and submit the bid as early as possible. The Federation will not be responsible for any sort of difficulty faced/failure in submission of bids online by the bidder.

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

7.5 The Tender not accompanied with Earnest Money Deposit payment through online will be similarly rejected.

7.6 The Earnest Money Deposit remitted by the tenderer shall be forfeited in full and the offer will be summarily rejected in the following contingencies:-

- a. If the tenderer withdraws his offer or backs out before the expiry of the validity period or after acceptance of the tender.
- b. If the tenderer revises any of the terms quoted during the validity period.
- c. Fails to furnish the required performance Security at the stage, the tenderer is required to do so as per the tender documents.

7.7 Online payment mode(EMD):

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

7.7.2 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.

7.7.3 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.

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

7.7.5 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.

7.8 Refund of EMD of unsuccessful bidders:

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

7.9 EMD EXEMPTION

Only the online payment of EMD is acceptable for the qualification of the tender bid. Any other mode of payment or Exemption from payment of EMD is not acceptable.

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

8.0 COST OF BIDDING

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

9.0 SUBMISSION OF e-TENDER

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

9.1 General Instructions for Two Part E-Tender:

9.1.1 The tender proposes two stage tender system viz. (PART A) Technical Bid and (PART B) Financial Bid. The first stage enables Federation to know whether the Bidder is technically competent and capable of executing the order. Only those who qualify in the first stage would be eligible to take part in the second stage viz. Financial Bid. The Financial Bid of Bidders who failed in the first stage will not be opened.

9.1.2 Both the Technical and Financial Bids should be submitted in Online Portal <https://tntenders.gov.in>.

9.1.3 In Technical Bid – Documents listed in the **Tender Clause No.9.2** shall be uploaded.

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

9.2 **Details to be Uploaded in the Technical Bid:**

- 9.2.1 Details of E-Remittance towards EMD Amount. (Screen shot/Payment confirmation) as per **Tender ClauseNo.5.1.**
- 9.2.2 Copy of PAN card as per **Tender ClauseNo.5.2.**
- 9.2.3 Photostat copy of GST Registration as per **Tender Clause No.5.3**
- 9.2.4 Copies of the EPF and ESI registration as proof for engaging labour on contract as per **Tender Clause No.5.4**
- 9.2.5 Copy of ITI passed certificate of minimum of 15 persons as per **Tender ClauseNo.5.5**
- 9.2.6 Documentary evidence for minimum of 1 year previous experience as on the date of opening of Technical bid of having skilled people on contract basis to any Govt. Org., co-operative org or any reputed private org as per **Tender ClauseNo.5.6**
- 9.2.7 Proof for performance certificate of documentary evidence for having provided not less than 10 Nos. of skilled people in single org. for one year as per **Tender ClauseNo.5.7**
- 9.2.8 Documentary evidence for work order or attendance register or wage register or EPF challans or any other document containing a minimum manpower of 20 skilled persons as per Tender clause No.5.8
- 9.2.9 Documentary evidence for average annual sales turn-over for the last three financial years (2021-22, 2022-23 and 2023-2024) as per **Tender ClauseNo.5.9**
- 9.2.10 The tender document and the following Supporting documents, including the Annexures / Amendments are to be uploaded duly signed and sealed in each and every page
- 1 Profile of the Bidding Organization as per Annexure-I.
 - 2 Financial Capability as per Annexure-II
 - 3 Declaration Form as per Annexure-III
 - 4 Certificate of Conformity as per Annexure-IV
 - 5 Bidder's Experience Details as per Annexure-V
 - 6 Details of Abandonment of work Litigation/debarring done as per Annexure-VI.
 - 7 Any other supporting documents wherever insisted in the tender document.

9.3 Details to be Uploaded in Financial Bid:

- 9.3.1 All rates shall be quoted in the format provided and no other format is acceptable. If the Financial Bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 9.3.2 This financial bid will be opened only if the bidder is qualified to execute the tender as per technical bid.
- 9.3.3 The District collector wages paid for line operator should be followed for issuing wages to the labours.

10.0 SIGNING OF BIDS

- 10.1 The signatory of the tender should indicate his/their status in which he/they have signed and submit necessary documentary proof admissible in law in respect of such authority assigned to him/them by the firm.
- 10.2 If the Qualification application is made by a FIRM in partnership, it shall be signed by all the partners of the firm with their full names and current address or by a partner authorized by the firm (either as per Articles of the Deed of Partnership / by power of attorney)- for signing in Tenders, Agreements etc. In which case, certified copy of the registered deed of Partnership along with the current address of all the partners and a certified photocopy of the Registered Power of Attorney issued in favor of the Signatory should be produced.
- 10.3 If the Qualification Application is made by a Limited Company or a Limited Corporation, it shall be signed by a duly authorized person holding the Power of attorney for signing the application, in which case, the certified copy of the power of attorney shall accompany the qualification application. Such limited company or corporation shall also furnish satisfactory evidence of its' existence along with the Qualification schedule.

11.0 MODIFICATIONS/CLARIFICATIONS TO TENDER DOCUMENTS:

- 11.1 At any time after the issue of the tender documents and before the opening of the tender, Federation may make any changes, modifications or amendments to the tender documents and the same will be intimated to the concerned vendors through corrigendum which can be downloaded from the vendor login
- 11.2 In case any bidder asks for a clarification to the tender documents before 48 hours of opening of tenders, the AGM(Engg)/AGM(Dg), Sholingnallur Dairy will clarify the same.
- 11.3 The responses to the clarification will also be notified on <https://tntenders.gov.in> without indicating the source of query.
- 11.4 The Federation at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
- 11.5 All the Bidders must periodically browse in website <https://tntenders.gov.in> till the closing date of this Tender for any amendments or corrigendum issued in connection with this Tender. Federation will not be responsible for any misinterpretation of the provisions of this tender document on account of the Bidders failure to update the bid documents based on changes announced through the website.
- 11.6 TCMPF Ltd reserves the right to verify the proof submitted. If found any violation, the tender will be summarily rejected.
- 11.7 If any corrigendum issued, the authenticated copy of the corrigendum may be upload in the e-procurement portal along with Part-I Technical bid.

12.0 WITHDRAWAL OF BIDS

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

13.0 OPENING OF E-TENDER**13.1 Opening of Technical Bids without Price(Part-I):**

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

13.1.1 Technical Bid would be opened first on the due date and time. Pre-Qualification Criteria such as payment of EMD and compliance with pre-qualification conditions will be checked. The supporting documents would be cross checked wherever required.

13.1.2 Only the Technical Bid will be opened on the due date.

13.1.3 In the event of the specified date for tender opening day is declared as a holiday, bids will be opened on the next working day at the same time and venue.

13.2 **Opening of the Financial Bids: (Part -II)**

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

14.0 E-tender evaluation criteria

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

14.02. The tender offer should be unconditional and it should be for conforming to all the stipulations in the tender terms and conditions.

14.03. The tender will be evaluated as per TTTT Act 1998.

14.04. The tender should clearly indicate that the bid takes care of the collector wages and Statutory dues.

14.05. The tenderer should offer his rate per day per operator for 8 hours duty basis as mentioned in the tabular column of the BOQ (commercial bid offer).

14.06. No column should be left blank in the commercial bid. In such case the tender will not be considered for evaluation. All inclusive end rates shall be considered for evaluation of lowest offer. The lowest service charges as per column 7 of BOQ Commercial bid offer will be considered for award of contract

14.07. The tenderer with service charge less than 3.85% will be summarily rejected.

In case of more than one bid is eligible commercial evaluation, and they quoted on the same rate, the successful bidders will be selected as draw basis.

14.1 Technical Bid Evaluation:

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

14.1.1 Payment of EMD in accordance with Tender Clause No. 5.1

- 14.1.2 Furnishing the tender document, Annexures, Amendments if any and any other document wherever insisted in the tender document duly signed.
- 14.1.3 Compliance with the Pre-Qualification Criteria indicated in Tender Clause no 5
- 14.1.4 Compliance with Technical specifications of tendered items / works as per tender conditions.
- 14.1.5 If any clarification is needed from the bidder about the deficiency in his uploaded documents in technical bid form will be asked to provide it through e-mail registered. The bidder shall upload the requisite clarification/ documents within the time specified failing which tender will be liable for rejection.
- 14.1.6 Federation will prepare a list of Bidders based on the compliance of detailed Technical Specifications for tendered item and company profile as given in Tender form. The Tenders, which do not conform to the Technical Specifications or Tender conditions or Tenders from Companies without adequate capabilities for supply shall be rejected. The eligible bidders alone will be considered for further evaluation.

14.2 Financial Bid Evaluation

- 14.2.1 For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving the evaluation price.
- 14.2.2 The evaluation of offer will be computed by taking into account all aspects like ITI Qualified operators and necessary certification expenses put together.
- 14.2.3 The evaluation for L1 shall be on total end price of all items.

15.0 REJECTION OF TENDERS

15.1 **Tender will be SUMMARILY rejected if**

- 15.1.1 The EMD requirements are not complied with as specified in Tender Clause:5.
- 15.1.2 Bid Pre-Qualification Criteria as specified in Tender Clause 5.0 are not complied with.
- 15.1.3 If the documents furnished with the offer is found to be bogus or the documents contains any false particulars.

15.2 **Tender is LIABLE to be rejected, if it is:**

- 15.2.1 Not covering the entire scope for providing 15 Nos. of ITI Qualified operators.
- 15.2.2 Not in conformity with Federation's tender terms and Technical Specifications.
- 15.2.3 Not properly signed by the bidder.
- 15.2.4 From any blacklisted Firm or Contractor.
- 15.2.5 Received by Telex/Telegram / E-Mail/fax.
- 15.2.6 Not containing all required particulars as per Annexures I to VI
- 15.2.7 Offer submitted without GSTIN and PAN is liable for rejection.

16.0 NEGOTIATION

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

17.0 VALIDITY OF PRICE TENDER

- 17.1 The rate quoted should be valid for a minimum period for 180 days for acceptance from the due date. The offers with lower validity period are eligible for rejection. During the validity period, no bidder is permitted to make any upward revision in the rate. Further no bidder is permitted to withdraw their offer within the validity period of the tender or before finalization of Tender.
- 17.2 In exceptional circumstances, Federation may solicit the bidder's consent for an extension of the period of validity totally not exceeding 180 days. The request and the responses thereto shall be made in writing.
- 17.3 The tender offer shall be valid for acceptance for a period of not less than 180 days from the date of opening of Part I Technical bid. The offers with lower validity period are liable for rejection.
- 17.4 Further, the tenderer shall agree to extend the validity of the bids without altering the substance and prices of their bid for further period, if required by the Federation. (i.e.) the price bid shall be valid for a period of at least 90 days (Ninety days) from the date notified for opening of price bid. .
- 17.5 The tenderer shall agree to extend the validity of the bids without altering the substance and prices of his bid for further period, if required by Federation.

18.0 DEVIATIONS

- 18.1 The offers of the Bidders with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection.
- 18.2 No alternate offer will be accepted after opening the Part – I Technical bids.
- 18.3 No deviation will be allowed from the tender terms and conditions. Tenders with deviation will be summarily rejected. The Bidder has to submit a Certificate that the tender is in complete conformity with the tender terms and conditions as per format vide Annexure-IV.

18.4 The offers of the tenderer with deviations on Technical/ Commercial bids of the tender will be rejected.

18.5 No alternate offer will be accepted.

19.0 SECURITY DEPOSIT

19.1 After evaluation and finalization of Part I Technical bids and Part II Commercial bids, selected tenderer shall furnish a Security Deposit amount at 5% of the order value (including EMD) for 24 (Twenty four) months, by means of Demand Draft drawn from any Nationalized / Scheduled Bank drawn in favour of The Deputy General Manager (Dairying), TCMPPF Ltd., Chennai - 119 payable at Chennai within 10 days from the date of receipt of work **order without fail on or before the end of the office working hours and also clearance details to be obtained from the Accounts section, Sholingnallur Dairy.** Failing which the successful tenderer will not be permitted to execute the work. Further the Federation reserves the right to cancel the work order without any prior intimation.

19.2 No exemption will be given from payment of Security deposit under any circumstances as per TTTT Act and the same should be remitted by above means. Bank guarantee or any other form of remittance will not be accepted.

19.3 The Earnest Money Deposit paid along with the tender shall be adjusted against security deposit to be paid by the successful tenderer. If the successful tenderer fails to remit the Security Deposit the tender will be treated as cancelled and the EMD remitted by the tenderer will be fully forfeited. Besides the tenderer will be debarred from participating in any of the subsequent tenders for a period of 3 years in the Federation.

19.4 The security deposit is liable to be adjusted against any loss or damage caused by the successful tenderer to the Federation by his violation of the tender conditions.

19.5 The security deposit will be refunded only after the expiry of 6 months from the date of satisfactory completion of the contract and satisfactorily complying with the scope of work and the conditions thereof.

19.6 No interest shall be paid on the earnest money deposit or security deposit.

20.0 AGREEMENT

- 20.1 The successful bidder has to execute an agreement with the TCMPF Ltd.
- 20.2 The successful bidder has to execute an agreement on Rs.100/-non-judicial stamp paper incorporating the terms and conditions of the contract and the specification /- prior to the date of execution of work. In case of default of either of the conditions (i.e) remitting the security deposit or execution of the agreement within the time allowed, the EMD paid is likely to be forfeited by Federation. Non execution of the agreement will lead to cancellation of work order and forfeiture of Earnest Money Deposit.
- 20.3 If the successful tenderer fails to execute the contract satisfactorily at the tendered rate, the security deposit will be forfeited by the Federation besides recovery of consequent losses.
- 20.4 If the Federation incurs any loss or damage or any additional expenditure due to the negligence of the successful tenderer during the period of contract or on extension period, the same shall be recovered from the successful tenderer.
- 20.5 The losses or damages, if any, caused by the successful tenderer or his employees to the property of the Federation, the cost ascertained by the Federation will be recovered from the successful tenderer.
- 20.6 No increase in the rate will be allowed during the period of contract or on extension period under any circumstances, except the revision of collector wages on implementation in Federation and corresponding EPF, ESI and GST.
- 20.7 **RATES AND PRICE:** Price adjustment clause (to account for raise or fall in the money value / taxes during the contract period) is not operatable for this contract. However any variation in the statutory levies and Taxes by State Government / Central Government shall be effected on the end price to the benefit of either the contractor or Federation as the case may be.
- 20.8 The successful bidder should carry out the work, in case of necessity as per the agreement beyond tender period up to the time permitted by the T NTT Rule 14 (9), at the same rate, terms and conditions.

21.0 PAYMENT TERMS:

- 21.1 The monthly claims will be paid by the Federation. The Contractor shall submit necessary monthly bill in duplicate along with advance stamped receipt, Performance report of the Shift Officer, EPF & ESI Remittance details as per the attendance Register, wage register, GST Remittance details, etc., without which release of payment shall not be considered.
- 21.2 The quality of the work as certified by the official concerned only will be considered as work of the day for payment of the bill. The payment shall be made within 30 days from the date of receipt of the bills based on satisfactory performance of the contracts.
- 21.3 NO OTHER TERMS OF PAYMENT WILL BE ENTERTAINED.
- 21.4 Performance of the work done by the successful tenderer will be evaluated daily. Based on the fulfillment of the contractual obligations for 3 shifts daily then only the monthly bill will be settled.
- 21.5 The successful tenderer shall submit necessary monthly bill in duplicate along with advance stamped receipt, performance report, copies of the EPF & ESI Challans, wage register etc., of the previous month and monthly GST tax remittance for making payments of the previous month. **Actual EPF, ESI paid for the No. of workers in the monthly bill will only be paid and rest of the amount will not be paid by the TCMPF Ltd.**
- 21.6 The quality of the work as certified by the official concerned only will be considered as work of the day for payment of the bill. The payment shall be made within 30 days from the date of receipt of the corrected bills based on satisfactory performance of the work.
- 21.7 Income tax will be deducted from the monthly bill of the successful tenderer and the same will be remitted to the Income Tax Department.
- 21.8 It is the liability of the successful tenderer to pay GST Tax as per the rules in force.
- 21.9 The payment shall be made within 30 days from the date of receipt of the correct bill based on satisfactory performance of the work.
- 21.10 Any changes in statutory levies and taxes by state Government/Central Government shall be effected on the Basic price to the benefit of either the contractor (or) Federation as the case it may be

22.0 TERMINATION OF CONTRACT

- 22.1 The Federation may, without prejudice to any other remedy for breach of contract by the Contractor, terminate the contract in whole or part, by a 7 days written notice of breach of contract to the Contractor.
- 22.2 If the Contractor fails to deliver any or all of the goods/Services within the time schedule specified in the Agreement.
- 22.3 If the Contractor fails to perform any of the obligation(s) under the Contract;
- 22.4 If the Contractor is found to have involved in fraudulent, corrupt and unfair practices in competing for or in executing the Contract.

23.0 CANCELLATION

- 23.01. In the event of unsatisfactory performance in executing the order as per the terms, the order is liable for cancellation. In the event of cancellation, the Security Deposit will be forfeited. Also, Federation reserves the right to cancel the order in full or part thereof without giving any reason by giving 15 days' notice if the tendered items works not required due to any reason. This cannot be a ground for the contractor to claim any compensation saying that the contractor has been put to loss because of this.
- 23.02. Failure to comply with the contract conditions by the tenderer, the Federation would be at liberty to call for new tender & thereby any increase in the rates in the new tender and the difference amount will be recovered from the contractor (who failed the condition) for such lapses.

24. VIOLATION OF CONTRACT

- 24.01. Not with-standing anything contained in the tender schedule, no obligation is cost on the Federation to accept the lowest tenderer and the Federation shall also have the right to accept or reject the tender, if the Tender Accepting Authority decides that the price quoted by the tenderer is higher than the prevailing market rate.
- 24.02. For violation of any of the Terms and conditions of the contract, the Federation reserves the right to terminate the contract.
- 24.03. In the event of termination of contract, the Security Deposit will be forfeited and the resultant loss shall be recovered from the successful tenderer.
- 24.04. If the contract is found to be blacklisted or terminated in or any intimation from government saying disqualified in any other government department /Institutions in any other contract with the Federation/ District Union, the Federation reserves the right to terminate the contract.

24.05. If the successful tenderer defaults to execute agreement or to pay security deposit or to execute the ordered quantity either in part or full shall be terminated from the contract and shall be debarred from participating in the subsequent any tenders for a period of 3 years in the Federation and it's District Union Dairies. Besides, the existing contract works being carried out in the Federation and it's Dist. Unions also will be terminated.

25. **SCOPE OF WORK FOR PROVIDING 15 NOS. OF ITI QUALIFIED OPERATOR**

25.01. Daily 15 Nos. of ITI qualified operators are to be provided round the clock (in all the 3 shifts) for operation of pouch filling machines and other related maintenance work.

25.02. The entire area of operation like inner and outer area of packing machine conveyors in front of the machines and back side of the machines are to be kept in neat and tidy condition. In the case of operators, working in tub washing area they should keep the entire area of machine tub washer in and around the machine neat and clean.

25.03. Before starting the packing machine all the rollers, loading drawer, forming plate, horizontal and vertical jaws are to be cleaned as per the procedure laid down by the shift engineer/ Shift officers.

25.04. Fixing of electrodes, rubber pads, barrier strips in both horizontal and vertical jaws are to be done as instructed by the shift engineers.

25.05. Power supply to the machine should be checked for proper voltage and earthing.

25.06. Length and weight of each packets should not exceed the norms as mentioned below:

<u>Packets</u>	<u>Length</u>	<u>Weight</u>
½ litre	Not more than 15.5 cms	Between 515-520 gms.
1 litre	Not more than 23.0 cms	Between 1035-1040 gms

25.07. All the consumable items like barrier strips, rubber pads and electrodes will be supplied by TCMPF Limited.

25.08. Running hours and performance of the machines should be noted down by the contract operators in the prescribed log book given to them by the Federation. Any loss of water or excess usage of detergent should be avoided.

25.09. Empty film carton / spools are to be returned to general store then and there without any wastage.

25.10. Prepac operators should operate the machines as per the directions of shift engineers.

- 25.11. All the leak packet during production should be collected in the steel cans provided to them and they should avoid spillage of milk either in the conveyor or in the machine floor.
- 25.12. The successful tenderer shall suitably direct his/her employees to rectify any defect pointed out by the Shift Officer / Deputy Manager (Engg) and they shall not leave the place of work allotted to them any other place without the specific permission of Shift Officer/ Manager (Engg) / Deputy Manager (Engg).
- 25.13. The work should be carried out on all days of the year, including on Bundh days, Hartal days and even on natural calamity days unless and otherwise it is declared not necessary by the Federation.
- 25.14. The successful tenderer should ensure that his/her workers abide by the instructions given from time to time by the DGM (Engg) or the Shift Officers, Sholinganallur Dairy.
- 25.15. The successful tenderer shall comply with the requirements or directions of statutory authorities like Inspector of Factories, employees state insurance etc., pertaining to the contract work.
- 25.16. The successful tenderer should compulsorily maintain a Wage Register showing the wages paid to his workers. The Register should be produced along with the bill.
- 25.17. The Successful tenderer shall be responsible for the discipline of the persons engaged by him/ her for the execution of the works.
- 25.18. General discipline, respect to co- workers especially women workers shall be maintained
- 25.19. The successful tenderer should provide identity cards with name, color photo of his workers, date of birth, temporary and permanent address of all his contract workers.
- 25.20. The successful tenderer should provide apron to all his/her workers at the time of working.
- 25.21. No labourer of the successful tenderer shall be supplied any eatable from the Dairy canteen at subsidized rates applicable to workers/staff of TCMPF Ltd.
- 25.22. Usage of panparag or similar items, by the workers inside the Dairy premises is prohibited. If found, suitable penalty will be imposed.
- 25.23. Smoking, spitting, littering or any other kind of intoxicants by the workers inside the Dairy premises is prohibited.

25.24. Use of cell phones by the contract labourer except supervisor is prohibited at the working place. The Management reserves the rights to take suitable action in case of violation.

25.25. **The contractor should be maintaining the separate register for daily cleaning schedule for machine cleaning and get authentication from the Shift officer.**

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

25.27. As per the tender clause No.25.01 the manpower mentioned in the schedule are to be vary in 25% (+) or (-) depending upon the crisis situation and dairy activities.

26. **PENALTY**

26.01. FORFEITURE OF EMD/SD:

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

26.02. If the successful Bidder(s) fails to remit the SD within 15 days from the date of LOA, the EMD remitted by him will be forfeited and their Tender will be held void. Federation will have the right to divert the order to other bidders.

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

26.04. If the successful tenderer fails to execute the above said nature of work, the following penalty will be imposed and the penalty amount will be recovered from the monthly claim bill.

Clause No	Description	Penalty amount
26.05	Any wastage or damage of spools or empty cartons, the cost will be recovered from the contractor's bill.	Rs.500/- per occasion
26.06	Unsatisfactory cleaning in prepac area as found out the dairy officers a fine will be recovered.	Rs.500/- per occasion
26.07	Any damage of the Machiners and other hardward Accessories items should be imposed penalty depends upon the value of the equipments.	Double the cost
26.08	Fails to improper records maintenance indentified by the Shift office penalty may imposed	Rs.500/- per occasion.

26.09	Unsatisfactory cleaning Prepac section clean should be cleaned once in a day if it is fails the penalty will be imposed.	Rs.500/- per occasion.
26.10	In case the contractor failed to supply required manpower in any particular shift i.e., A, B or C shift as mentioned in the scope of work and deployment of double duty by the contractor the wages to be recovered from the current month claim bill.	Double the District collector wages
26.11	No workers are permitted to bath inside the premises or take lunch other than the specified places. Penalty of will be levied and recovered.	Rs.100 per occasion

26.12. Penalty at 5 times of the MRP cost will be recovered from the bill of the successful tenderer if milk packet or milk product or any Dairy materials is found with the worker of the successful tenderer at the Security Gate while leaving from the duty or inside the dairy. Such worker should be immediately stopped from working at this dairy.

26.13. No worker will be permitted to bath inside the premises or take lunch other than the specified places. If found, penalty of Rs.100 per occasion will be recovered.

26.14. Proportionate rate cut will be made for the late arrival/early leaving or late commencement of work by the workers at the rate of District collector wages.

26.15. The contract workers should be present at the work spots during working hours. Failing which, will be recovered from the bill of the successful tender as penalty, for each shortfall of man days.

26.16. Time being the essence of this contract no variation shall be permitted and if the tenderer fails to supply and execute the work in full or part of the order as per the work order, the Federation shall reserve the right to cancel the order besides forfeiting of EMD/ Security Deposit.

26.17. M/s.TCMPF Ltd will not be liable for any nature of operation of packing machines during the contract period with the successful tenderer.

26.18. If the tenderer fails to produce proof for having remitted the ESI/EPF dues etc.. Rs. 1000 per head will be imposed as a penalty along with non remittance of ESI /EPF for their no.of workers. If the same is happened more than three times, the contract will be terminated.

26.19. If the tenderer fails to produce proof for having remitted the GST dues TCMPF Ltd right to reserves to recover the GST amount for the respective month.

26.20. Failure to comply with the contract conditions by the tenderer, the Federation would be at liberty to call for new tender & thereby by any increase in the rates in the new tender and the difference amount will be recovered from the contractor (who failed the condition) for such lapses.

27. LIQUIDATED DAMAGES

27.01. If the bidder / Contractor fails in his due performance of the contract within the time fixed in the schedule accompanying the order or extension of time granted:-

27.02. Liquidated damages will be levied at Rs.100/- per day for the number of days that the supply / work has been delayed.

28. RIGHTS OF THE FEDERATION:

28.01. Notwithstanding anything contained in the tender schedule, no obligation rests on the Federation to accept the lowest tender and the Federation shall also have the right to accept or reject any or all the tenders fully or partly without assigning any reasons.

28.02. For violation of any of the terms and conditions of the contract, the Federation reserves the right to terminate the contract, with or without notice as applicable.

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

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

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

29. DISPUTES AND ARBITRATION:

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

30. LEGAL JURISDICTION

30.01. In case if either party to the tender is aggrieved by the award of the arbitrator so appointed as per clause 29.0 or otherwise, they can appeal to Chennai Court. The legal jurisdiction will be only at Chennai High Court.

31. INSPECTION

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

32. AMBIGUITIES IN CONDITIONS OF TENDERS

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

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

The Bidder shall furnish the following details without fail:

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

Note: The Bidder must upload documentary proof for the above details without fail. I/we hereby declare that the details furnished above are true and correct to the best of my knowledge. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/we am/are aware that I/we may be held liable for it.

Signature of the Bidder with office seal

Place:

Date:

ANNEXURE-II**FINANCIAL CAPABILITY**

The Average Annual Sales / Revenue Turnover of M/s.....
 (Name of Firm) address..... for the past three
 years are given below and certified that the statement is true and correct:-

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

Average annual Sales/Revenue turnover-Rs. _____ Lakhs

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

Signature of the Bidder with office seal

Place:

Date:

ANNEXURE-III

DECLARATION FORM

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

To

THE DEPUTY GENERAL MANAGER(ENGG),
TAMILNADU CO-OPERATIVE MILK PRODUCERS FEDERATIONLTD
RAJIV GANDHI SALAI,
SHOLINGNALLUR DAIRY,
CHENNAI – 600 119.

Sir,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref. No.:1389/E2/SNR/2024

Name of Tender: Contract work for Providing 15 Nos. of ITI Qualified operators for three shifts on contract basis for operation of milk pouch machines at Sholingnallur Dairy for a period two years

We, the undersigned, declare that:

- 1) I / We hereby certify that I / we have read the entire terms and conditions of the tender documents including all documents like detailed technical specification, annexure(s), etc ,
- 2) I/we agree to abide by all the detailed specifications, terms and conditions stipulated by the Federation which I/we have read and understood.
- 3) I/we certify that I/we have fully read and understood the instruction to bidders for online bid submission given by Federation, and any lapse to properly submit the bids result in rejection of the bid submitted.
- 4) I/we certify that the tender is offered without any alteration / addition /omission.
- 5) The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this declaration form.
- 6) I/ we certify that all the conditions of the tender are accepted.
- 7) I/we agree that the Federation is not responsible for any data corruption that might arise during the transmission / uploading of data in the website or due to disruption

in communication error in my / our tender.

- 8) I/we agree that the Federation has right to change schedule of opening or any technical corrective action to resolve any error that might arise during the opening of the e- tender by Federation.
- 9) I/we certify that I/we are responsible for the uploading of correct copies of scanned documents as per the e-tender procedure of Federation.
- 10) I /we understand that any error in doing so my /our tender may be summarily rejected by Federation.
- 11) I/We hereby agree to hold the tender offer valid for acceptance for a period of 180 days from the date of opening of Part – I – Technical bid.
- 12) In the event of failure on my / our part to comply with all the requirements mentioned in this tender document I / we unconditionally agree that the department is at its liberty to reject my/our tender including the forfeiture of the full said earnest money deposit absolutely.

Signature of the Bidder with office seal

Place:

Date:

ANNEXURE-IV

CERTIFICATE OF CONFORMITY

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

SIGNATURE OF THE BIDDER :

FULL NAME :

DESIGNATION :

SEAL OF COMPANY:

ANNEXURE – V
BIDDER'S EXPERIENCE DETAILS

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

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

Signature of the Bidder with office seal

Place:

Date:

ANNEXURE - VI

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

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

Signature of Bidder with seal

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

ANNEXURE – VII FINANCIAL BID

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

Validate

Print

Help

Tender Inviting Authority: The Joint Managing Director, TCMPF Ltd.

Name of Work: Contract work for providing 15 Nos. of ITI Qualified operators for three shifts on contract basis for operation of milk pouch machines at Sholingnallur Dairy for a period of 24 months for the year 2025-2027.

Contract No: 1389/E2/SNR/2024

Name of the Bidder/Bidding Firm / Company :

PRICE SCHEDULE (This BOQ template must not be modified /replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

S.No	Description	No of persons required as per tender	Rate per person/ per day wages (Rs.)	EPF 13% (Rs.) (EDLI 0.5%, Admn. Charge- 0.5%)	ESI 3.2 5% (Rs.)	Service Charges (Per day/per person) (not less than 3.85%) (Rs.)	GST 18% (Rs.)	Total amount with tax	Total amount in words (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1	ITI Qualified operators	15 Nos.	544	71	18				INR Zero only
	Total								

NOTE:

- The successful tenderer should pay not less than the prescribed by the District Collector to line operator workers and take care of other statutory dues via ECS.
- The rate quoted is taking into consideration of the Minimum wages Act and Statutory dues
- After quoting the rate, if the tenderer goes back, the Earnest Money Deposit remitted by the Tenderer shall be forfeited fully.
- The lowest service charge (as per column No. 7) will be considered for award of contract.
- The rate quoted in the Financial Bid (BOQ - Excel online) shall remain constant during the period of contract or till extended period if any and no other additional charges on any account will be claimed. The above rate is inclusive of all.
- The price fixed for providing 15 Nos. of ITI qualified operator for three shifts for operation of milk pouch machines will not be changed.
- All the rates should be only in terms of Indian Rupees.
- The rate should be quoted for the above work both in figures and in words without correction. If any corrections are made, the same should be attested by the tenderer or his authorized signatory.
- If any discrepancy is found between the prices quoted in words and in figures, the lower of the two shall be considered
- The service charge (as per column No. 7) quoted not to be less then 3.85%. If it is less than 3.85% it will not be considered for award of contract.

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

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

S. No.	Description	Bidders Response
I.	TECHNICAL BID	
1.	Whether details of E-Remittance towards EMD Amount is uploaded as per tender clause 5.1.	Yes/No
2.	Whether documentary evidence for experience and proof for performance certificate as per tender clause 5.6 & 5.7 are uploaded.	Yes/No
3.	Whether PAN/GSTN photocopy, EPF&ESI registration copy, copy of company registration as per tender clause 5.2, 5.3, 5.4 & 5.5 are Uploaded.	Yes/No
4.	Whether the tender documents are Digitally signed/Authentication and uploaded	Yes/No
5.	Whether the tender documents and following Supporting Documents, including the Annexures / Amendments are uploaded duly signed and sealed in each and every page	Yes/No
	a).Profile of the Bidding Organization as per Annexure-I.	Yes/No
	b).Financial Capability as per Annexure-II	Yes/No
	c).Declaration Form as per Annexure-III	Yes/No
	d).Certificate of Conformity as per Annexure-IV	Yes/No
	e).Bidder's Experience Details as per Annexure-V	Yes/No
	f).Details of Abandonment of work Litigation / debarring done as per Annexure – VI	Yes/No
	g).Any other documents wherever insisted in the tender document.	Yes/No
II.	FINANCIAL BID	
1.	Whether the Financial Bid - BOQ (Excel Format) is filled and uploaded	Yes/No

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

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

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

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

REGISTRATION:-

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

SEARCHING FOR TENDER DOCUMENTS

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

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

2. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender documents.
3. The bidder should make a note of the unique Tender ID assigned to each tender in case they want to obtain any clarification/help from the Help desk.

PREPARATION OF BIDS:

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

SUBMISSION OF BIDS:

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

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

ASSISTANCE TO BIDDERS:

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

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.

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

- 1) I/We M/s _____
 _____ do hereby undertake to provide 15 Nos. of ITI Skilled Operators on Contract basis for operation of milk pouch machines to the Sholinganallur Dairy, Chennai-119 for the period of two years 2025-2027 as per the prescribed norms of Tender conditions, in the event of being successful in the present tender proceedings.
- 2) I/We, undertake to provide Fifteen (15) Technical (minimum ITI qualification awarded by Central/state Government approved institutions) persons awarded by Central/state Government approved institutions) persons for machine maintenance with sufficient additional manpower as assured, whose ESI and EPF subscription shall be remitted by me / us, for the period to be employed in Sholingnallur Dairy, TCMPF Ltd, Chennai -119.
- 3) We are also aware that, in the event of failure (on the part of the successful bidder) to comply with the said prescribed norms, suitable to nullify the Tender Acceptance Order/Contract will be initiated, by the Sholingnallur Dairy, TCMPF Ltd, Chennai -119.

SIGNATURE OF THE TENDERER**WITNESSES:**

1.

2.