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



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

CONTRACT WORK FOR MILK SACHETS CHECKING, STACKING IN TUBS, TRANSPORTING TUBS TO COLD ROOMS FOR STORAGE, TRANSPORTING TUBS FROM COLD ROOMS TO DESPATCH DOCK, LOADING INTO THE VEHICLES, LEAK MILK SACHET SEGREGATION, CLEANING OF FLOOR AREAS NEAR MACHINE, CONVEYOR, COLD ROOMS AND DESPATCH DOCK DAILY FOR THREE SHIFTS AT AMBATTUR DAIRY, CHENNAI-600 098.

Tender Reference No:73/DGM(P)/AD/Z5/2025

THE DEPUTY GENERAL MANAGER(P), TAMILNADU CO-OPERATIVE MILK PRODUCERS FEDERATION LTD, NO.: 29 & 30, INDUSTRIAL ESTATE, AMBATTUR, CHENNAI –600 098, MOBILE: 94441 18091, Landline: 044-23464528 – 533. E-Mail:d g m p a m b @ g m a i l. c o m Website for online bid submission <u>https://tntenders.gov.in</u>

TENDER INFORMATION

1. Name and address of the Unit	The Deputy General Manager(P), TCMPF Ltd., No.: 29 & 30, Industrial Estate, Ambattur, Chennai – 600098, Phone:044 - 23464528 – 533. E-Mail: <u>dgmpamb@gmail.com</u>
2. Place of Work	Ambattur Dairy, Chennai - 98
3. Name of the Item/Work	The contract work for Milk sachets checking, stacking in tubs, transporting tubs to cold rooms for storage, transporting tubs from cold rooms to dispatch dock, loading into the vehicles, leak milk sachet segregation, cleaning of floor areas near machine conveyor and cold rooms for 3 Shifts at Ambattur Dairy for 24(Twenty four) months
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	73/DGM(P)/AD/Z5/2025
6. Tender Estimated Value	Rs.707.53 Lakh
7. Earnest Money Deposit(EMD)	Rs.7,00,000/- Rupees Seven Lakh 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 <u>https://tntenders.gov.in</u> and <u>https://aavin.tn.gov.in</u>
10.TenderDocumentAvailability on the Portal	From:06.02.2025 to 20.02.2025 4 PM
11. Date of Pre-Bid meeting	Date:12.02.2025 Time:11.30 AM
12. Date of Closing of	Date: 20.02.2025
e-Submission of Technical	Time: 4.00 PM
Bid and Commercial Bid.	
13. Date and time of opening ofPart Technical Bid ofe-Tender	Date: 21.02.2025 3.00 PM

14.Date and time of opening of	The date of opening of Commercial Bid will be
Part-II Commercial Bid	informed to the eligible tenderers through Online
	Portal and registered e-mail.
15.Place of Pre-Bid meeting &	The Deputy General Manager, TCMPF Ltd., No.:
Part I Technical Bid and	29 & 30, Industrial Estate, Ambattur, Chennai –
Part-II Commercial Bid	600098.
opening.	
16. Special Instructions to the	
Tenderers/ Tenderers for	https://tntenders.gov.in/nicgep/app?page=HelpFor
the e-submission of the	Tenderers&service=page
bids online through this e-	
Procurement Portal. The	
link for which is	
17. Tenderers Manual Kit. The	https://tntenders.gov.in/nicgep/app?page=Tender
link for which is	<u>ersManualKit&service=page</u>

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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

<u>1</u> PREAMBLE OF E-TENDER:-</u>

1.1. The Deputy General Manager, TCMPF Limited, Ambattur Dairy, Chennai invites Bids only by way of E- Submission from eligible tenderers for the contract work for Milk sachets checking, stacking in tubs, transporting tubs to cold rooms for storage, transporting tubs from cold rooms to dispatch dock, loading into the vehicles, leak milk sachet segregation, cleaning of floor areas near machine conveyor and cold rooms for 3 Shifts at Ambattur Dairy for 24(Twenty four) months.

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

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

2 INSTRUCTION TO BIDDERS:-

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

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

<u>3 MODE OF SUBMISSION:</u>

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

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.

	Dreafts he submitted for fulfilling the Dre Qualification		
Pre-Qualification Criteria	Proof to be submitted for fulfilling the Pre-Qualification Criteria		
5.1 Payment of EMD	The tenderer shall furnish evidence for e-payment of prescribed EMD.		
5.2. PAN	Copy of the PAN Card		
5.3. GST	Photostat copy of GST registration		
5.4. EPF and ESI registration certificates	Copy of the EPF and ESI registration as proof for engaging labour on contract.		
5.5. Copy of the registration certification of the firm	Copy of registration certificate		
5.6. Proof for experience	Work order for having one year experience, for provided not less than 90 persons in any Govt. organization or Co- operative Institutions or any reputed organization along with performance certificate within a period of five years.		
5.7. Performance certificate	Proof for performance certificate from reputed concern within a period of five years		
5.8 Financial Turn Over	Documentary evidence for average annual sales turn-over for the last three financial years (2021-22, 2022-23 and 2023-2024).The Average Turn Over Should be Minimum 30% of the Tender Value.		
5.9 EPF or ESI remittance challan for minimum manpower of 90 persons	The tenderer shall furnish the Photostat copy of Employees Provident Fund challan or Employees State Insurance challan containing a minimum manpower of 90 persons.		
5.10 Annexure I to VI (Pg.No:28 to 34 & 45)	 Profile of the Bidding Organisation – Annexure – I Financial Capability – Annexure – II Declaration Form – Annexure – III Certificate of Conformity – Annexure – IV Bidder's Experience Details – Annexure – V Details of Abandonment of work litigation/ Debarring done – Annexure - VI Acknowledgement copy for visiting the work site at Ambattur Dairy as per tender clause 38.47 		

6 SCOPE OF WORK:

- 6.01 The scope of work involves collection of filled milk sachets of ½ Lit / 1 Lit./ 5 lit./ 225ml/ 200ml of different types such as Toned Milk, Standardized Milk, Delite Milk, Full Cream Milk, Double Toned Milk, Teamate, etc., from conveyor, checking, stacking in empty tubs, feeding of empty tubs from tub washer stock yard to stacking place, storing of stacked milk tubs in cold rooms, transferring the milk tubs to the loading dock, loading into the vehicles, leak sachets segregation, removal of damaged / leak sachets film to scrap yard, cleaning of cold rooms, stacking place & pre-pac machine rooms, Loading docks, mini tanks, spouts, all the Trolleys, all the conveyors and conveyor legs, Leak vat, all the Milk canes etc. as detailed below.
- 6.02 Daily an average quantity of **4,30,000 litres** of filled milk sachets to be collected from the Conveyor, stacked, transferred to Cold rooms and to be loaded in the route vehicles daily in three shifts.
- 6.03 Shift timings:

'A' Shift = 6.00 am to 2.00 pm.

'B' Shift = 2.00 pm to 10.00 pm, Evening Shift = 4.00 pm to 12.00 am

'C' Shift = 10.00 pm to 6.00 am

- 6.04 The production should be completed before 10 pm everyday by the successful tenderer.
- 6.05 Loading works to all the route vehicles should be completed before 2.30 am and all the Agency vehicles should be completed before 8.00 pm daily by the successful tenderer. For delayed dispatches Rs.10,000/- (Rupees Ten Thousand only) per hour may be imposed for both Route and Agency.
- 6.06 After the receipt of the work order, the successful tenderer should be physically shown **110 nos.** persons (ie., 75% of 146 persons) of his/her workers along with the details of workers before the Deputy General Manager (Dg)/ Shift Officer Ambattur dairy, 3 days prior to the date of execution of the work in the office hours to assess the strength of man power to execute the work in time.
- 6.07 Checking and stacking of milk sachets should commence immediately after cleaning the working place at 6.00 am every day and to continue to next day 6.00 am for 3 shifts. The successful tenderer should ensure that each labourer and supervisor is given half an hour interval within that shift, in such a way that the continuity of the work and productivity are not affected.

- 6.08 The employees of the successful tenderer should wash their hands clean before taking up the work.
- 6.09 The persons so supplied shall stack milk sachets of 24 Nos. of ½ Lits. or 12 Nos. of 1 Lits or 2 Nos. of 5 Lits or 40 Nos. of 225 ml or 40 Nos. of 200 ml or other variants introduced in future in every tubs which may again be stacked to the height of 10 Nos. and stock the same in the cold rooms.
- 6.10 The sachets stacked in tubs should be stored in orderly manner systematically in the cold rooms for easy loading.
- 6.11 The tubs should not be stacked in more than 2 lines vertically (i.e. 20 milk tubs) at the loading point of distribution vehicles at the dispatch docks at any given point of time during the loading operations.
- 6.12 The successful tenderer should ensure the availability of empty tubs nearer to sachet stacking place, from the tub washer yards.
- 6.13 The milk Sachets should be stacked horizontally in the empty tubs as mentioned in Sl. No.6.09. In the event of stacking more than the required No. of packets in the tubs would lead to imposing of penalty equivalent to double the rate of MRP of each sachet for the No. of milk sachets found extra.
- 6.14 The successful tenderer should ensure clearing the milk sachets at the end of conveyor by deploying sufficient man power then and there to avoid accumulation and wastage of sachets milk.
- 6.15 The leaky packets should be cut opened and the milk should be poured in the leak-milk vats.
- 6.16 The successful tenderer should ensure that the cold rooms are kept in neat and clean condition after completion of each shift.
- 6.17 The successful tenderer shall bring the polythene rolls from general stores and stock them in the rooms allotted nearer to the packing place.
- 6.18 The successful tenderer should provide one supervisory staff each in A, B and C shift who should supervise all the work allotted to them and co-ordinate with Deputy Manager (Dairy Engineering) / Milk Recorder /Shift Officer.

- 6.19 The successful tenderer shall suitably direct his/her employees to rectify any defects pointed out by the Shift Officer/ Deputy Manager (Dairy Engineering) and they shall not leave the place of work allotted to them to any other place without the specific permission of Shift Officer.
- 6.20 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. Further loading works to the route vehicles should be completed before 2.30 AM and Agency vehicles should be completed before 8.00 PM daily.
- 6.21 The successful tenderer should deploy his/her contract workers for various operations such as empty tubs feedings, Checking, stacking, transporting tubs to cold rooms, transporting tubs from cold room to dispatch dock, loading into the vehicles, leak milk segregation and general cleaning before, after and during production of every shift.
- 6.22 <u>The following detergent and washing materials should be provided by the</u> <u>successful tenderer at his / her own cost at per month. If it is supplied by the</u> <u>federation, double the cost of the materials will be recovered from the bill of the</u> <u>successful tenderer.</u>

The following quantity of cleaning materials should be used for a month.

- i) <u>Teepol 100 Ltrs.</u>
- ii) Hand brush 10 Nos.
- iii) <u>Squeezer 4 Nos.</u>
- iv) <u>Cob web remover 2 Nos.</u>
- v) Long Brush 4 Nos.
- vi) <u>Scrubber 50Nos.</u>
- vii) <u>Water hose required length.</u>

to clean the cold room, stacking area, Machine area, loading dock and prepac related areas. All mini tanks, spouts, all the Trolleys, all the conveyors and conveyor legs, Leak vat, all the Milk canes should be cleaned daily after completion of production. If the cleaning work not done as above said, Rs.2000/will be imposed on every occurrence.

6.23 The successful tenderer should ensure that their workers abide by the instructions of the Deputy General Manager (Dairying) /the Shift Officers, of this dairy given to them from time to time.

- 6.24 The successful tenderer shall comply with the requirements or directions of statutory authorities like Inspector of Factories, Employees State Insurance etc., pertaining to the contract work.
- 6.25 The successful tenderer should compulsorily maintain a Wage register showing the wages paid to his/her workers. The register should be produced along with the bill.
- 6.26 The Successful tenderer shall be responsible for the discipline of the persons engaged by him/her for the execution of the works.
- 6.27 General discipline, respect to co-workers especially to women workers should be maintained.
- 6.28 All the workers should wear apron, head cap to cover their hair in the head fully, hand gloves, mask and identity cards while on duty. The above items should be provided to them by the successful tenderer within one month from the date of execution of contract. In the event of failure to do this, the Federation will supply the same and double the cost will be recovered from the successful tenderer.
- 6.29 The successful tenderer shall provide,

(i) Identity cards with name, colour photo of his/her workers, date of birth, temporary and permanent address of all his/her contract workers.

(ii) Copy of Aadhaar card should be submitted.

(iii) The above said documents should be submitted within one month after taken up by the successful tenderer.

- 6.30 Wearing of bangles, jewels & flowers by women workers is prohibited.
- 6.31 No labourer of the successful tenderer shall be supplied any eatables from the dairy canteen at subsidized rates applicable to workers/staff of The TCMPF Ltd.
- 6.32 Usage of panparag or similar items, by the workers inside the dairy premises is prohibited. If found Rs.1000/-penalty will be imposed for every person.
- 6.33 Smoking, spitting, littering or any other kind of intoxicants by the workers inside the dairy premises is prohibited.
- 6.34 Use of mobile phones by the contract labourers except supervisor is prohibited at the working place. The Federation reserves the right to take suitable action in case of violation.

- 6.35 The successful tenderer should provide manpower for rechecking as follows, A shift 2 persons, B shift 2 persons, C shift 3 persons. Total 7 persons as per the tender condition No:7.
- 6.36 All the contract labourers should entered attendance through Bio metric while on entry and leaving from the Dairy. The late arrival/early leaving of contract labourers penalty will be imposed. If any late attendance found management reserves to take final decision.
- 6.37 The successful tenderer shall be responsible for the discharge of all legal obligations under various applicable labour legislation in force.
- 6.38 The successful tenderer should do the work directly and no sub contract is allowed.
- 6.39 The successful tenderer shall bear all expenses regarding uniforms, preparation of their ID Cards, compensation, wages and allowances such as PF, ESI etc.,
- 6.40 The successful tenderer shall pay the wages to the individual on or before 12th of every succeeding month.
- 6.41 The successful tenderer shall submit the workers EPF number and proof of submission of EPF, ESI etc., as applicable every month for the previous month along with the monthly bill with respect to all the employees deployed by the successful tenderer.

7 TOTAL MANPOWER TO BE SUPPLIED

The tenderer shall provide 146 persons daily for 3 shifts and evening shift as follows:

S. No	Particulars	'A' shift 6.00 am	"B" Shift 2.00pm to	Evening shift	"C" Shift 10.00 pm to	Total
		to	10.00pm	4.00pm to	6.00am	
		2.00pm	1	12 am		
A	Supervisor	1	1	-	2	4
В	Stacking of milk sachets in tubs, film shift from General Stores	35	31	-	12	78
C i.	<u>Trolley</u> Empty Feeding	2	2	-	2	6
ii.	From Stacking to Cold Room	9	9		2	20
iii.	Cold room to marketing vehicles	3	-	10	5	18
D i.	LeakSegregation&CuttingDuringpackingstacking	2	2	5	2	11
E	General cleaning	1	1	-		2
F	Rechecking	2	2	-	3	7
G	Total man power	55	48	15	32	146
H	Cold room stock target (No. of tubs)	18000	18000	-	1000	37000

Note: The above deployment of workers may change after the infrastructure development like increase in milk cold room capacity, increase in number of high speed packing machines etc. But the total manpower will remain same if the production will be planned for two shifts i.e in day time itself and the despatch in third shift/night.

8 EARNEST MONEY DEPOSIT

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

S. No.	Name of work	EMD amount
1	The contract work for Milk sachets checking, stacking in tubs, transporting tubs to cold rooms for storage, transporting tubs from cold rooms to dispatch dock, loading into the vehicles, leak milk sachet segregation, cleaning of floor areas near machine conveyor and cold rooms for 3 Shifts at Ambattur Dairy for 24(Twenty four) months.	Rs.7,00,000/- (Rupees Seven Lakh only)

- **8.1** Online payment gateway has been enabled for The TCMPF Ltd in e-Procurement Portal <u>https://tntenders.gov.in</u>. The EMD amount should be paid only through online payment mode in e-tender portal of <u>https://tntenders.gov.in</u>.
- **<u>8.2</u>** The EMD will not carry any interest.
- **8.3** Bidder has to select the payment option as "pay online" to pay the EMD amount. Only after payment of EMD, bidder will be able to encrypt/upload their bids. In order to avoid any issues and last minute delay in processing of payment online, it is recommended to make payment and submit the bid as early as possible. The Federation will not be responsible for any sort of difficulty faced/failure in submission of bids online by the bidder.
- **<u>8.4</u>** Any other mode of payment of EMD shall not be accepted.

8.5 Online payment mode(EMD):

- 8.5.1 During online bid submission bidder shall select SBI MOPS option and submit the page, to view the terms and conditions page. On further submission, bidder will be re-directed to MOPS gateway, where two options namely SBI and Other Banks will be shown, here the bidder may proceed as follows:
- 8.5.1.1 SBI Account Holder: Shall click 'SBI' option to view the Net Banking Facility, where they can enter their internet banking credentials and transfer the EMD amount.
- 8.5.1.2 Other Bank Account Holders: Shall click 'Other Bank' option to view the bank selection page and select their respective bank to proceed with Net banking Facility for payment of EMD.

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

- 8.5.2 Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder.
- 8.5.3 The bidders will be evaluated only if payment status shows "Success" during bid opening. It is necessary to click on "Freeze bid" link/icon to complete the process of bid submission; otherwise the bid will not get submitted online and same shall not be available for viewing/opening during technical bid opening.

<u>8.6 Refund of EMD of unsuccessful bidders:</u>

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

8.7 EMD EXEMPTION

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

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

9 COST OF BIDDING

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

10 SUBMISSION OF e-TENDER

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

<u>10.1</u> General Instructions for Two Part E-Tender:

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

- 10.1.2 Both the Technical and Financial Bids should be submitted in Online Portal <u>https://tntenders.gov.in</u>.
- 10.1.3 In Technical Bid Documents listed in the **Tender Clause No.10.2** shall be uploaded.
- 10.1.4 In Financial Bid The firm rates alone are to be quoted in the Financial Bid BOQ (Excel Format) and to be uploaded online.

10.2 Details to be Uploaded in the Technical Bid:

- 10.2.1 Details of E-Remittance towards EMD Amount. (Screen shot/Payment confirmation) as per **Tender ClauseNo.5.1**.
- **10.2.2** Copy of PAN card as per **Tender ClauseNo.5.2**.
- 10.2.3 Photostat copy of GST Registration as per Tender Clause No.5.3
- 10.2.4 Copies of the EPF and ESI registration as proof for engaging labour on contract as per **Tender Clause No.5.4**
- 10.2.5 Copy of registration certificate as per Tender ClauseNo.5.5
- **10.2.6** Documentary evidence of work order for having one year experience, provided not less than 90 persons in any Govt. organization or Co-operative Institutions or any reputed organization along with performance certificate within a period of five years as per **Tender ClauseNo.5.6**
- **10.2.7** Proof for performance certificate from reputed concern within a period of five years as per **Tender ClauseNo.5.7**
- **10.2.8** Documentary evidence for average annual sales turn-over for the last three financial years (2021-22, 2022-23 and 2023-2024) as per **Tender Clause No.5.8**
- 10.2.9 The Photostat copy of Employees Provident Fund challan or Employees State Insurance Challan containing a minimum manpower of 90 persons as per Tender Clause No:5.9
- 10.2.10 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.
- 8 The acknowledgement copy for visiting the work site at Ambattur Dairy as per **Tender Clause No:38.47**

10.3 Details to be Uploaded in Financial Bid:

- 10.3.1 All rates shall be quoted in the format provided and no other format is acceptable. If the Financial Bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 10.3.2 This financial bid will be opened only if the bidder is qualified to execute the tender as per technical bid.
- 10.3.3 <u>The value +/- 20% than the estimated value will be rejected as it is considered</u> <u>unworthable. In case of more bids received at equal value, TT act will be followed.</u>
- 10.3.4 The District collector wages rules should be followed for issuing wages to the labours.

11 SIGNING OF BIDS

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

12 MODIFICATIONS/CLARIFICATIONS TO TENDER DOCUMENTS:

- **12.1** At any time after the issue of the tender documents and before the opening of the tender, Federation may make any changes, modifications or amendments to the tender documents and the same will be intimated to the concerned vendors through corrigendum which can be downloaded from the vendor login.
- **12.2** In case any bidder asks for a clarification to the tender documents before 48 hours of opening of tenders<u>, the AGM (Dg)</u>, Ambattur will clarify the same.
- **12.3** The responses to the clarification will also be notified on <u>https://tntenders.gov.in</u> without indicating the source of query.
- **12.4** The Federation at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
- **12.5** All the Bidders must periodically browse in website <u>https://tntenders.gov.in</u> till the closing date of this Tender for any amendments or corrigendum issued in connection with this Tender. Federation will not be responsible for any misinterpretation of the provisions of this tender document on account of the Bidders failure to update the bid documents based on changes announced through the website.
- **12.6** TCMPF Ltd reserves the right to verify the proof submitted. If found any violation, the tender will be summarily rejected.

13 WITHDRAWAL OF BIDS

- 13.1. No tenderer shall be allowed to withdraw the tenders after submitting the tender.
- 13.2 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 latest tender shall be considered for evaluation.
- 13.3 No alternate offer will be accepted after opening the Part-I Technical bid.

<u>14</u> OPENING OF E-TENDER

<u>14.1</u> Opening of Technical Bids without Price(Part-I):

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

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

<u>14.2</u> Opening of the Financial Bids: (Part -II)

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

15 E-TENDER EVALUATION CRITERIA

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

15.1 Technical Bid Evaluation:

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

- 15.1.1 Payment of EMD in accordance with Tender ClauseNo.8
- 15.1.2 Furnishing the tender document, Annexures, Amendments if any and any other document wherever insisted in the tender document duly signed.
- 15.1.3 Compliance with the Pre-Qualification Criteria indicated in Tender Clause no 5
- 15.1.4 Compliance with Technical specifications of tendered items / works as per tender conditions.
- 15.1.5 If any clarification is needed from the bidder about the deficiency in his uploaded documents in technical bid firm will be asked to provide it through Tamil Nadu Tender portal. The bidder shall upload the requisite clarification/ documents within the time specified failing which tender will be liable for rejection.
- 15.1.6 Federation will prepare a list of Bidders based on the compliance of detailed Technical Specifications for tendered item and company profile as given in Tender form. The Tenders, which do not conform to the Technical Specifications or Tender conditions or Tenders from Companies without adequate capabilities for supply shall be rejected. The eligible bidders alone will be considered for further evaluation.

15.2 Financial Bid Evaluation

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

16 REJECTION OF TENDERS

16.1 Tender will be SUMMARILY rejected if

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

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

- 16.2.1 Not covering the entire scope of Operation and Maintenance of Sachet Filling Machineries.
- 16.2.2 Not in conformity with Federation's tender terms and Technical Specifications.
- 16.2.3 Not properly signed by the bidder.
- 16.2.4 From any blacklisted Firm or Contractor.
- 16.2.5 Received by Telex/Telegram / E-Mail/fax.
- 16.2.6 Not containing all required particulars as per Annexures I to VI
- 16.2.7 Offer submitted without GSTIN and PAN is liable for rejection.

17 NEGOTIATION

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

<u>18</u> VALIDITY OF PRICE TENDER

- **18.1** The rate quoted should be valid for a minimum period for 180 days for acceptance from the due date. The offers with lower validity period are eligible for rejection. During the validity period, no bidder is permitted to make any upward revision in the rate. Further no bidder is permitted to withdraw their offer within the validity period of the tender or before finalization of Tender.
- **18.2** In exceptional circumstances, Federation may solicit the bidder's consent for an extension of the period of validity totally not exceeding 180 days. The request and the responses thereto shall be made in writing.

19 DEVIATIONS

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

20 SECURITY DEPOSIT

- **20.1** The successful bidders would be required to sign an agreement with TCMPF Ltd individually and furnish a Security Deposit of 5% of the order value, drawn by means of Demand Draft from any Indian Nationalized Bank or Scheduled Bank drawn in favour of "The Joint Managing Director, TCMPF Ltd, Chennai -98" payable at Chennai within 15 days from the date of acceptance of the work order.
- **20.2** The EMD already paid along with tender shall be adjusted against security deposit to be paid by the successful tenderer.
- 20.3 No exemption will be given from payment of Security deposit under any circumstances as per TNTT Act and the same should be remitted by above means. Any other form of remittance will not be accepted.
- **20.4** The security deposit will be refunded only after the expiry of 6 months from the date of satisfactory completion of the contract.
- **<u>20.5</u>** The Security Deposit amount will not carry any interest.

21 AGREEMENT

- **<u>21.1</u>** The successful bidder has to execute an agreement with the TCMPF Ltd.
- **21.2** 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 within 15 days from the date of acceptance of the tender. In case of default of either of the conditions (i.e) remitting the security deposit or execution of the agreement within the time allowed, the EMD paid is likely to be forfeited by Federation.

- **21.3 RATES AND PRICE:** This is a fixed price contract. 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 TCMPF Limited as the case may be.
- **21.4** The successful bidder should carry out the work, in case of necessity as per the agreement beyond tender period up to the time permitted by the TNTT Rule 14 (9), at the same rate, terms and conditions.

22 PAYMENT TERMS:

- **22.1** Performance of the work done by the Successful tenderer and his/her workers will be evaluated daily. Based on the fulfillment of the contractual obligations for 3 shifts, the monthly bill will be settled.
- **22.2** The successful tenderer shall submit necessary monthly bill in duplicate along with advance stamped receipt, performance report, copies of the EPF & ESI Challans with respect to wage register of the individuals for the previous month and monthly or quarterly GST remittance for making payments.
- **22.3** The actual quantity of despatch alone in the format known as CD 15 (i.e. acknowledged quantity by Marketing wing) only will be considered as production of the day for payment of the bill.
- **22.4** Applicable TDS under Income tax Act and GST Act will be deducted from the monthly bill of the successful tenderer and the same will be remitted to the Department concerned.
- **<u>22.5</u>** It is the liability of the successful tenderer to pay GST as per the rules in force.
- **22.6** The payment shall be made within 30 days from the date of receipt of the correct bills with all required documents, based on satisfactory performance of the work.
- **22.7** 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.
- **22.8** NO OTHER TERMS OF PAYMENT WILL BE ENTERTAINED.

23 TERMINATION OF CONTRACT

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

24 CANCELLATION

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

25 PENALTY

25.1 FORFEITURE OF EMD/SD:

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

- 25.2 If the successful Bidder(s) fails to remit the SD within 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.
- **25.3** VIOLATION IN TERMS AND CONDITIONS: For any other violations in the terms and conditions, besides banning the business dealings with Government, recovery of additional cost plus 100% penalty and forfeiture of Security Deposit amount shall be imposed.

- **25.4** For cut open of good milk packets, double the cost of sachet milk at maximum retail price (MRP) will be recovered.
- 25.5 For every increase in production of 5000 litres exceeding 4.30 lakh litres per day in packing and despatch, one person has to be deployed in addition to 146 persons. Failing which, double the minimum wages will be recovered.
- **25.6** The milk tubs should not be stacked in more than 2 lines (i.e. 22 milk tubs) at the loading point of distribution vehicle at the despatch dock at any given point of time during loading operation. Failing which, Rs.200/- per vehicle will be recovered.
- **25.7** If good milk packets are damaged in the conveyor due to negligence/shortage of man power by the successful tenderer, the actual cost of milk sachet shall be recovered.
- **25.8** Performance Certificate has to be obtained from the Assistant General Manager (Quality Control), Deputy Manager (Dairy Engineering) and Shift Officers for general cleaning in the Prepac section, Cold room and loading dock daily. Rs.1000/- will be recovered for un-satisfactory up-keeping per day.
- **25.9** For pouring of milk sachets on the floor of cold rooms or in the loading dock floor or wastage or damage of milk packets in any manner, a fine of Rs.1000/- will be recovered per occasion.
- **<u>25.10</u>** For stacking of milk packets in uncleaned tubs, Rs.200/- will be recovered per shift.
- **<u>25.11</u>** Breaking of tubs due to improper handling/usage, double the cost of tubs will be recovered.
- **25.12** Penalty at 5 times of the maximum retail price 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. Such worker should be immediately terminated permanently.

- **25.13** In 'A' shift a minimum production of 40% of the total dispatching tubs and in 'B' shift there should be a minimum production of 40% of the total dispatching tubs. For every reduction of a tub, a fine of Rs. 1/- per tub for fall in production will be imposed. However the reduction in production of tubs should be compensated in 'C' shift and the total production in 'A', 'B' and 'C' shifts should match the daily requirement. The entire production and loading of the route vehicles should be completed by 2.30 am and the agency vehicles should be completed by 8.00 pm. For delayed dispatches Rs.10,000/- (Rupees ten thousand only) per hour will be imposed as penalty. Repeated offence more than 20 times of delayed dispatch in their contract period will attract double the penalty.
- **25.14** If the workers of the successful tenderer uses SMP polythene liner or SMP empty bag or Empty film carton or any other dairy material for their personal use and then scatters them inside the dairy, penalty at the rate of Rs.500/- per instance will be recovered.
- **25.15** Rs.58 per hour per person will be imposed as penalty for the late arrival of employees or late commencement of work and also early leaving the work spot. The employees should be present at the work spot before 10 minutes of the commencement of work on each shift. Every employee who have attending duty in each shift should work 8 hours.
- **25.16** As deployment of 146 workers by the successful tenderer is the essence of the contract and in case of short fall of stipulated number of workers, double the minimum wages for every short fall of workers shall be recovered.
- **25.17** All contract workers should be given token "serially numbered" by the Security Staff before commencement of every shift. These tokens should be returned to the Security wing after the completion of the Shift. Non return of tokens or loss of token penalty of Rs.100/- per token shall be recovered.
- **25.18** No worker is permitted to take bath inside the premises or take lunch other than the specified places If found, Penalty at the rate of Rs.100 per occasion shall be recovered.

- **25.19** The damaged film should be washed with water and taken to scrap yard and dumped/stored systematically, If dumped or placed or stored other than the scrap yard, a penalty of Rs.1000/- per day shall be recovered.
- 25.20 The contract workers should be present at the work spots during working hours. Failing which, double the minimum wages will be recovered from the Contractor as penalty, for each shortfall of man days.
- **25.21** Non-clearance of leaky sachets and non-cleanliness of conveyor at the stacking place at the end of the work and at the loading dock if found, would lead to impose penalty of Rs.500/-. The work place should be kept clean in all three shifts ('A' shift, 'B' shift and 'C' shift).
- **25.22** If Supervisor is absent for 1 hour in the working time, Rs.200/- per hour penalty will be imposed.
- **25.23** If labour is absent in the working time, Rs.100/- per person per hour penalty will be imposed.
- **25.24** Leak segregation in 'A', 'B' & 'C' Shift should be complete within the concern shift itself. If not able to complete, penalty of Rs.10/- per tub will be imposed, for leftover leak tubs.

26 LIQUIDATED DAMAGES

- **<u>26.1</u>** 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:-
- 26.1.1 Liquidated damages will be levied at Rs.100/- per day for the number of days that the supply / work has been delayed.

27 RIGHTS OF THE FEDERATION:

27.1 Time being the essence of contract no variation shall be permitted in the delivery time as prescribed in the delivery schedule. If the bidder fails to supply and execute the work in full or part of the order as per the delivery schedule, the Federation shall reserve the right to cancel the order besides forfeiture of EMD/Security Deposit.

- **27.2** Notwithstanding anything contained in the tender schedule, no obligation rests on the Federation to accept the lowest tender and the Federation shall also have the right to accept or reject any or all the tenders fully or partly without assigning any reasons.
- **27.3** For violation of any of the terms and conditions of the contract, the Federation reserves the right to terminate the contract, with or without notice as applicable.
- **27.4** On termination of contract, the Security Deposit is liable to be forfeited and any of the resultant loss beyond Security Deposit will be recovered from the contractor by legal means apart from forfeiture of any amount due to the contractor.
- **27.5** If the bidder defaulted in any of the previous tenders to execute agreement or to pay Security Deposit or to Work ordered quantity either in part or full will not be eligible from participating in this tender.
- **27.6** If the successful bidder either in Federation defaulted to execute agreement or to pay Security Deposit or to Work ordered either in part or full shall be debarred from participating in the subsequent tenders for a period of 3 years.

28 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.

29 LEGAL JURISDICTION

In case if either party to the tender is aggrieved by the award of the arbitrator so appointed as per clause 30.0 or otherwise, they can appeal to Court of Deputy Registrar (Dairying), Thiruvallur. The legal jurisdiction will be only Deputy Registrar (Dairying), Thiruvallur.

30 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.

<u>31</u> 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.

II. 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

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)

То

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

Sir,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref. No.:73/DGM(P)/AD/Z5/2025

Name of Tender: The contract work for Milk sachets checking, stacking in tubs, transporting tubs to cold rooms for storage, transporting tubs from cold rooms to dispatch dock, loading into the vehicles, leak milk sachet segregation, cleaning of floor areas near machine conveyor and cold rooms for 3 Shifts at Ambattur Dairy for 24(Twenty four) months

We, the undersigned, declare that:

- 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 three years may please be summarized chronologically in the given format and copies of the same may be scanned and uploaded.

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

Signature of the Bidder with office seal

Place: Date:

ANNEXURE - VI

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

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

Signature of Bidder with seal

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

ANNEXURE – VII FINANCIAL BID

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

Va	ilidate Print H	lelp			
Tender Inv	viting Authority: The Joint Managing Dire	ctor, TCMPF Ltd.,			
	ork: For checking stacking of 4.30 lakh lit 44 months for two years (2025-2027)	res of sachet milk in	to plastic tub	s and its related w	orks at Ambattur
Contract N	o:73/DGM(P)/AD/Z5/2025				
Name of th	e Bidder/ Bidding Firm / Company :				
	BOQ template must not be modified/replay olumns, else the bidder is liable to be reje				
NUMBER #	TEXT #	NUMBER #	NUMBER#	NUMBER #	TEXT #
SI. No.	Item Description	BASIC RATE per 100 Litres To be entered by the Bidder in INR Rs. P	GST @ 18 % Amount Rs. P	TOTAL AMOUNT per 100 Litres With Taxes and all other cost in Rs. P	TOTAL AMOUNT per 100 Litres In Words
1	2	3	4	5	6
1	Checking, stacking of 4.30 Lakh litres per day of milk sachets in plastic tubs, loading into vehicles and its related works at Ambattur Dairy by deploying 146 persons in 3 Shifts. (Rate should be including manpower cost, statutory dues, material cost, service charges, incidental cost etc.,) (Rate should be quoted for 100 Litres,)		0.00	0.00	INR Zero Only
Total in Figures				0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only			

1)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 viz. manpower cost, statutory dues, material cost, Incidental charges and Taxes.

2) The total packing quantity of 4,30,000 lts and it shall vary depend upon the market status and TCMPF Ltd decision. The price fixed for packing 100 Litres will not be changed in case of variation in the quantity of packing.

3) All the rates should be only in terms of Indian Rupees.

4) After the financial bid opening, the L1 bidder shall furnish complete break up details for the as per bill of materials mentioned in the Technical Specification in a separate sheet for Price, GST/IGST, with the percentage.

III - 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 and EPF or ESI challan for not less than 90 persons as per tender clause 5.9 are Uploaded.	Yes/No	
4.	Whether the tender documents are Digitally signed and uploaded	Yes/No	
5.	Whether the tender documents and following Supporting Documents, including the Annexures / Amendments are uploaded duly signed and sealed in each and every page	Yes/No	
	a).Profile of the Bidding Organization as per Annexure-I.	Yes/No	
	b).Financial Capability as per Annexure-II	Yes/No	
	c).Declaration Form as per Annexure-III	Yes/No	
	d).Certificate of Conformity as per Annexure-IV	Yes/No	
	e).Bidder's Experience Details as per Annexure-V	Yes/No	
	f).Details of Abandonment of work Litigation / debarring done as per Annexure – VI	Yes/No	
	g).Any other documents wherever insisted in the tender document.	Yes/No	
IJ	h) Whether the Acknowledgement copy for visiting the work site at Ambattur Dairy as per tender clause 38.47 is uploaded FINANCIAL BID	Yes/No	
II. 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.

32. 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:-

- Bidders are requested to enroll on the e-procurement module of the Tamil Nadu Tenders procurement portal<u>https://tntenders.gov.in</u> 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.

33. 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.

34. 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.

35. 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.

- **36. 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 <u>https://tntenders.gov.in</u> in general may be directed to the 24x7 Help desk of the portal.

37. 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 \rightarrow

Internet Options \rightarrow custom level.

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

38. GENERAL TERMS AND CONDITIONS:

38.1 The TWO PART TENDER for the contract work for Milk sachets checking, stacking in tubs, transporting tubs to cold rooms for storage, transporting tubs from cold rooms to dispatch dock, loading into the vehicles, leak milk sachet segregation, cleaning of floor areas near machine conveyor and cold rooms for 3 Shifts at Ambattur Dairy for 24(Twenty four) months consist of:

i) PART-I TECHNICAL BID, wherein, the pre-qualification, based on various factors Such as (I) Having minimum one year experience as on the date of submitting the tender for having provided 90 labourers on contract basis to any Govt. organization or Co-operative Institutions or any reputed organization along with performance certificate. (2) Financial turn over for the last three financial year (2021-2022, 2022-2023 and 2023-2024) 3) PAN, E.P.F, E.S.I. & G.S.T Registration Certificates and EPF or ESI remittance challan for not less than 90 labourers, (4) Remittance of Rs 7,00,000/- as EMD amount will be evaluated, considered and decided prior to opening and consideration of commercial Bid under PART-II of the tender Terms and conditions pertaining to the nature of work, which is enclosed with this Tender should be followed. ii) The above finally selected tenderer shall execute an agreement on Non-Judicial Stamp Paper for the value of Rs.100/- due and faithful performance of the contract at the tendered rates which shall be valid for 24 months from the date of issue of Order/execution of agreement.

iii) The tenderer should provide 146 persons for checking, stacking of sachet milk into plastic tubs and its related works. Additional persons should to be provided for increase of machines in future.

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

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

38.2 The tenderer should have minimum manpower strength of 146persons.

38.3	The tenderer shall	provide 146 pe	ersons daily for 3	3 shifts and evening	shift as follows:
00.0	The tenacier shan	provide 110 pe	1 Sons during for .	5 Shines and evening	Shine us tono ws.

S.	Particulars	'A' shift	"B" Shift	Evening	"C" Shift	Total
No	i ai ticulai s	6.00 am to	2.00pm to	shift	10.00 pm	Total
110		2.00pm	10.00 pm	4.00pm to	to 6.00am	
		2.00pm	10.00 pm	-	10 0.00am	
Δ.	Occur o maio o m			12 am		
А	Supervisor	1	1	-	2	4
В	Stacking of milk sachets in					
	tubs, film shift from General	35	31	-	12	78
	Stores.					
С	Trolley	0	0		0	ć
i.	Empty Feeding	2	2	-	2	6
ii.	From Stacking to Cold Room	9	9		2	20
iii.	Cold room to marketing	2		10	-	10
	vehicles	3	-	10	5	18
D	Leak Segregation &Cutting	0	0	ı	0	1.1
i.	During packing and stacking	2	2	5	2	11
Е	General cleaning	1	1	-		2
F	Rechecking	2	2	-	3	7
G	Total man power	55	48	15	28	146
Н	Cold room stock target (No. of	18000	10000		1000	27000
	tubs)	18000	18000	-	1000	37000

Note: The above deployment of workers may change after the infrastructure development like increase in milk cold room capacity, increase in number of high speed packing machines etc. But the total manpower will remain same if the production will be planned for two shifts i.e in day time itself and the despatch in third shift/night.

- 38.4 For every increase in production of 5000 litres exceeding 4.30 lakh litres per day in packing and despatch, one person shall be deployed in addition to 146 persons.
- 38.5 For every decrease of 5000 liters of milk in production in 4.30 lakhs litres per day in packing and dispatch by the Federation due to any reason one person can be short supplied by the successful tender in the total manpower of 146 persons.

- 38.6 The tenderer should have Employees Provident Fund & Employees State Insurance registration certificates.
- 38.7 The tenderer should have Permanent Account No.
- 38.8 The tenderer should have GST Registration certificate.
- 38.9 If the pre bid day is declared as holiday, the pre bid meeting shall be held on the next working day at the same time and place.
- 38.10 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.
- 38.11 If the tender opening day is declared as holiday, the tenders shall be received and opened immediately on the next working day at the same time and place.
- 38.12 PART I Technical bid specifies the pre qualification based on various factors such as man power strength, capacity, suitability, eligibility etc., of the tenderer, that will be evaluated, considered and decided prior to opening of part II commercial bids of the tenderers.
- 38.13 The tenderder(s) who do not satisfy any/all the terms and conditions specifically so mentioned under Part–I Technical bid, are not eligible for opening of commercial bid and the Part II Commercial bid shall not be opened, treating it as non responsive.
- 38.14 The Part II Commercial bids shall normally be opened within 90 days from the date of opening of the Part – I Technical Bid at the convenient date and time of the Tender Inviting Authority.
- 38.15 The date of opening of commercial bid will be intimated separately to tenderers who are qualified in the Part–I Technical bid. The Part– II Commercial bid will be opened in the presence of tenderers or their authorized representative who are present at the time.
- 38.16 The Tender forms are not transferable or assignable.
- 38.17 The successful tenderer shall be responsible for the discharge of all legal obligations under various labour legislation in force.
- 38.18 In the event of escalation in cost due to reasons of daily wages by the District Collector or any revised tax payable or increase in cost of vegetables or any items related to the Food materials during the period of the contract, the successful tenderer should alone bear such escalation and the successful tenderer shall not claim any additional amount for such escalation.
- 38.19 The variation in the service tax/GST/or any other tax levied by the Government shall be effected on the end price to the benefit of either the tenderer or the Federation as the case may be.
- 38.20 The signatory of the tenderer should indicate his/her status in which he/she has signed and should submit necessary legally admissible documentary proof in respect of such authority assigned to him/her by the firm.

- 38.21 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.
- 38.22 The management reserves the right to terminate the contract at any point of time with 15 days notice (Prior intimation without assigning any reason thereof.)
- 38.23 Engaging of new employee should be avoided by the Successful tenderer. In case new employee engaged, one week training to be given by the successful tenderer without deficit of total manpower mentioned in the tender. The number of trainees will not account in the 146 manpower.
- 38.24 Supervisor should report the shift officer starting and end of each shift. Supervisor should not leave his/her shift without reliever to the next shift.
- 38.25 Supervisor should know the languages using by their contract labourers for effective communications.
- 38.26 The tenderer shall pay an **Earnest Money Deposit** amount of <u>Rs.7,00,000/-(Rupees</u> <u>seven lakh only)</u> **by means of online payment only.** No other form of remittance shall be accepted and EMD is compulsory.
- 38.27 The EMD remitted by the tenderer shall be forfeited if the tenderer,a) Withdraws his tender after submission but before opening of the tender, or

b) Following the opening of tender, withdraws its tender before expiration of the

period of effectiveness of the tender; or

c)Fails to furnish the required Performance Security at the stage, the tenderer is required to do so as per the tender documents.

- 38.28 The successful tenderer alone is the sole employer and it is his/her responsibility to extract work from his/her employees conforming to the stipulations in this tender document. For any commission or omission on the part of his/her employees, the successful tenderer alone is liable and shall pay damages to the Federation for any damage / loss caused to the Federation by his/her employees.
- 38.29 There will be no employer- employee relationship between the employees of the successful tenderer and the Federation.
- 38.30 The successful tenderer alone is liable for implementation of all the Labour Laws applicable to his/her employees.
- 38.31 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.
- 38.32 In case of any accident involving the employees of the successful tenderer, the compensation and the penal consequences under the relevant Act shall be borne entirely by the successful tenderer. If the Federation has to incur any expenditure in that regard, the same shall be reimbursed by the successful tenderer.

- 38.33 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.
- 38.34 The employees of the successful tenderer cannot claim any benefits or amenities extended to Federation employees.
- 38.35 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.
- 38.36 The Managing Director, TCMPF Ltd., reserves the right to reject the tender offer without assigning any reasons thereof.
- 38.37 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. The contract will be permanently terminated if the tenderer is not accepted for their extension period.
- 38.38 The successful tenderer should not engage persons below 18 years and above 50 years of age to do this work.
- 38.39 The successful tenderer shall be responsible to the TCMPF for any loss or damage arising out of theft, burglary, pilferage, larceny, mischief, looting etc., due to the involvement or negligence of his/her workers and the successful tenderer shall make good any such losses or damages as ascertained by the Federation and such losses are liable for deduction from his/her bills/deposits etc.
- 38.40 The Successful tenderer should furnish medical fitness certificates as per FSSAI format within 30 days from the date of taking over the job in respect of all his/her workers that they are not affected with any communicable diseases. Such requirement is necessary since they are handling the milk daily. Failing which, the Federation will arrange for the medical checkup and certificates and the cost of expenditure incurred in such medical checkup will be recovered from the successful tenderer.
- 38.41 The Successful tenderer should execute the work as per requirement in the tender documents. If any serious lapse is noticed for more than 3 occasions, the Federation reserves the right to terminate the contract and the Federation would be at liberty to call for new tender. This is in addition to recovering damages for the loss caused to the Federation by such lapses.

- 38.42 If the contract is prematurely terminated on the part of the successful tenderer to fulfill the terms and conditions or prematurely withdrawn by the successful tenderer, the Security deposit is liable to be forfeited and if the amount of such loss is more than the security deposit, the same will be recovered from the successful tenderer by legal means, apart from forfeiture of any amount due to the successful tenderer.
- 38.43 The successful tenderer shall be responsible for the discharge of all legal obligations under various labour legislation in force.
- 38.44 The successful tenderer should not engage persons below 18 years and above 50 years of age to do this work. If the successful tenderer engaged the persons below 18 years, the contract will be terminated.
- 38.45 It is the liability of the successful tenderer to pay statutory dues such as GST, EPF, ESI, etc., as per the rules in force. If any non-payment of statutory dues found in the previous work done by the successful tenderer, the contract will be terminated.
- 38.46 The reputation of the federation should not be tarnished.
- 38.47 The tenderer is requested to inspect the work site at Ambattur Dairy during the working hours on any working day before submitting his tender offer, so as to have firsthand knowledge about the work and tenderer has to get acknowledge from the unit head, the acknowledgement copy also to be submit along with the bids. If it is not submitted, the bids will be rejected accordingly.
- 38.48 The Management reserves the right to visit the previous work spot of the tenderer, to ensure the service performance, before opening the Commercial Bid.

UNDERTAKING

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

1) I/We M/s_____

do hereby undertake to provide 146 the contract work for Milk sachets checking, stacking in tubs, transporting tubs to cold rooms for storage, transporting tubs from cold rooms to dispatch dock, loading into the vehicles, leak milk sachet segregation, cleaning of floor areas near machine conveyor and cold rooms for 3 Shifts at Ambattur Dairy for 24 (Twenty four) months 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 146 persons for the contract work for Milk sachets checking, stacking in tubs, transporting tubs to cold rooms for storage, transporting tubs from cold rooms to dispatch dock, loading into the vehicles, leak milk sachet segregation, cleaning of floor areas near machine conveyor and cold rooms for 3 Shifts at Ambattur Dairy for 24(Twenty four) months, whose ESI and EPF subscription shall be remitted by me / us, for the period to be employed in Ambattur Dairy, TCMPF Ltd, Chennai -98.
- 3) We are also aware that, in the event of failure (on the part of the successful bidder) to comply with the said prescribed norms, suitable to nullify the Tender Acceptance Order/Contract will be initiated, by the in Ambattur Dairy, TCMPF Ltd, Chennai -98.

SIGNATURE OF THE TENDERER

WITNESSES:

1.

2.