

(E-Tender through eProcurement Portal at <a href="https://tntenders.gov.in">https://tntenders.gov.in</a>)

# E-Tender Document for

# "FIXING ANNUAL RATE CONTRACT FOR SUPPLY OF CONSUMABLES AND SPARES FOR THREE METRO DAIRIES"

Tender Reference No: 1413/JMDO/Engg/2023

The Dy. General Manager (Engg.),
The Joint Managing Director's Office,
Tamilnadu Cooperative Milk Producers' Federation Ltd.,
Plot No.29 & 30,
SIDCO Industrial Estate, Ambattur,
Chennai – 600 098.
Telephone No: 044-23464528/29/30/31/32

E-Mail - <u>dgmpurchase@gmail.com</u>

Website for online bid submission <a href="https://tntenders.gov.in">https://tntenders.gov.in</a>

## **TENDER INFORMATION**

1.	Name and address of the Purchaser	The Dy. General Manager (Engg.), The Joint Managing Director's Office, Tamilnadu Cooperative Milk Producers' Federation Ltd., Plot No.29 & 30, SIDCO Industrial Estate, Ambattur, Chennai – 600 098. Telephone No: 044-23464528/29/30/31/32 E-Mail - dgmpurchase@gmail.com
2.	Name and address of the User	The Dy. General Manager(Prodn.), Ambattur Dairy, TCMPF Ltd., Ambattur, Chennai-600 098. The Dy. General Manager(Prodn.), Madhavaram Dairy, TCMPF Ltd., Madhavaram, Chennai-600 051. The Dy. General Manager(Prodn.), Sholinganallur Dairy, TCMPF Ltd., Sholinganallur, Chennai – 600 119.
	Name of the Item / Work	e-bid open tender for the fixing Annual Rate Contract for the supply of Consumables and Spares for Three Metro Dairies
4.	Method of Tender	e-Tender System (Online Technical Bid and Financial Bid) through eProcurement Portal <a href="https://tntenders.gov.in">https://tntenders.gov.in</a>
5.	Limited Tender Reference Number	1413/JMDO/Engg/2023
6.	Tender Estimated Value	Rs.146.25 Lakhs
7.	Earnest Money Deposit (EMD)	EMD for bidding multiple categories (more than one): Rs.5,00,000/- (Rupees Five Lakhs Only) EMD for bidding one category : Rs.2,00,000/- (Rupees Two lakhs only)
8.	URL for online bid submission for e-tender	https://tntenders.gov.in
9.		Tender documents can be downloaded at free of cost from the website <a href="https://tntenders.gov.in">https://tntenders.gov.in</a> and <a href="https://aavin.tn.gov.in">https://aavin.tn.gov.in</a>
10.	Tender Document Availability Date & Time on the Portal for downloading and e- submission	From: 16.02.2024 to 04.03.2024 Up to 3.00 P.M.

<b>11.</b> Date & Time of Pre-Bid meeting	Date: 23.02.2024 Time: 2.00 P.M.
<b>12.</b> Date & Time of Closing of e-Submission of Technical Bid and Financial Bid	Date: 04.03.2024 Time: 3.00 P.M.
<b>13.</b> Date & Time of opening of Part I Technical Bid of e-Tender	Date: 05.03.2024 Time: 3.00 P.M.
<b>14.</b> Date and time of opening of Part II Financial Bid	The date of opening of Financial Bid will be informed to the eligible bidders through Online Portal and registered e-mail.
<b>15.</b> Place of Pre-Bid meeting & Part I Technical Bid and Part II Financial Bid opening	The Joint Managing Director's Office, Tamilnadu Cooperative Milk Producers' Federation Ltd., Plot No.29 & 30, SIDCO Industrial Estate, Ambattur, Chennai – 600 098. Telephone No: 044-23464528/29/30/31/32
16. Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal. The link for which is	https://tntenders.gov.in/nicgep/app?pag e=HelpForContractors&service=page
<b>17.</b> Bidders Manual Kit. The link for which is	https://tntenders.gov.in/nicgep/app?pag e=BiddersManualKit&service=page

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#### ACRONYMS USED IN THE TENDER DOCUMENT

TCMPF	TAMILNADU COOPERATIVE MILK PRODUCERS'
	FEDERATION LIMITED
MSME	MICRO, SMALL, MEDIUM & ENTERPRISES
SSI	SMALL SCALE INDUSTRIES
BIS	BUREAU OF INDIAN STANDARDS
DD	DEMAND DRAFT
EMD	EARNEST MONEY DEPOSIT
SD	SECURITY DEPOSIT
LD	LIQUIDATED DAMAGES
BG	BANK GUARANTEE
LOA	LETTER OF ACCEPTANCE
GST	GOODS AND SERVICE TAX
F.O.R.	FREIGHT ON ROAD

#### **TECHNICAL BID**

#### 1.0).PREAMBLE OF E-TENDER:-

- 1.1).The Dy. General Manager(Engg.), JMD's Office, TCMPF Ltd. invites Bids by way of E-Submission only from reputed manufacturers / supplier on behalf of The Dy. Genl. Manager(Prodn.), Ambattur/Madhavaram/Sholinganallur Dairy to submit e-Tender for Fixing Annual Rate Contract for supply of Consumables and Spares for three Metro Dairies.
- 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.

#### 2.0).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.

#### 3.0). MODE OF SUBMISSION:

- 3.1). All the documents are to be uploaded in the Online Portal only. Website <a href="https://tntenders.gov.in">https://tntenders.gov.in</a>.
- 3.1.1). Part A Technical Bid
- 3.1.2). Part B Financial Bid

#### 4.0). LANGUAGE OF THE E-TENDER:-

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

#### 5.0). 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).The bidder should be a	1).The bidder, being a manufacturer of the
manufacturer / supplier of tendered	tendered items/works, should furnish
items / works	necessary documents such as MSME
	Udyam Registration Certificate, Udyog
	Aadhaar Memorandum, License to
	Manufacturing, Permanent Registration
	certificate issued by the Department of

- Industries and Commerce, shall be furnished to prove that they are the manufacturers of tendered items/ works.
- 2).If the bidder is an authorized dealer / supplier of a original manufacturer of tendered items/ works, they should furnish a authorization letter from the original manufacturer mentioning this tender reference, to the effect that the bidder is their authorized dealer. They should also furnish an undertaking obtained from the original manufacturer that full back-up service facilities shall be offered by the manufacturer for the tendered items/ works to be supplied by their dealer. The bidder should also submit necessary evidences, obtained from their principal (Original Manufacturer), such as MSME Udvam Registration Certificate, Udyog Aadhaar Memorandum, License to Manufacturing, Permanent Registration certificate issued by the Department of Industries and Commerce, to prove that their principal is a manufacturer of tendered items/ works.
- 3).If the bidder is an authorized dealer / supplier for tendered items/ works, then the experience of the original manufacturer for supply of tendered items/ works, their performance and Sales turnover shall be taken for evaluation of technical bids, even if the supply has been made either by the manufacturer directly or through other agencies.

5.2). The bidder should have previous experience having supplied and commissioned **minimum 50% of the** tendered quantity (or) above of tendered item / works, in India either to any cooperative institution or reputed dairies / firms during the last **3 years** 

Copy of purchase orders / supply orders within a period of **3 years** from the date of tender opening should be furnished.

5.3). The performance certificate for above such supply for which Purchase Orders / Supply orders furnished as per 5.2 from the

Copy of Satisfactory supply Completion Certificate / Performance Certificate (indicating the period of supply) within a period of 3 years from the date of tender opening should be

reputed purchaser shall be furnished. The performance certificate received from purchaser / client should be of within a period of 3 years.	furnished
5.4).The Bidder should have minimum experience of <b>3 Years</b> in the manufacturing / supplying of tendered items / works.	<ol> <li>The bidder, being a manufacturer, should furnish copy of necessary documents such as MSME Udyam Registration Certificate, Udyog Aadhaar Memorandum, License to Manufacturing, Permanent Registration certificate issued by the Department of Industries and Commerce.</li> <li>If the bidder is a dealer / supplier, they should also furnish the above listed documents to prove their experience of the Supplier in the Business line</li> </ol>
5.5).FINANCIAL TURNOVER: 5.5.1).The bidder shall have average annual sales turn-over for the last three financial years (2020-21, 2021-22 & 2022-23) equal to the tender estimated value 5.5.2).The bidder shall have minimum annual sales turn-over in each of the last three financial years (2020-21, 2021-22 & 2022-23) shall not be less than 50% of the tender estimated value	The bidder shall furnish 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

## 6.0) SCOPE OF WORK

Fixing Annual Rate Contract for Supply of Consumables and Spares for three Metro Dairies on F.O.R. destination basis conforming to the technical specifications mentioned in the tender document.

# 7.0). DELIVERY SCHEDULE: As per the Supply Schedule of the users.

# 8.0). TOTAL QUANTITY TO BE SUPPLIED as follows:

SI. No.	Name of the Consumables/Spares	Quantity
1. Barrier Strips(Make: Ambica)		10,800 Nos.
2.	Barrier Strips(Make: Urja)	5,600 Nos.
3.	Coding Ribbon Roll	270 Box
4.	Smart Date Xtra Ribbon X30 Model	104 Box
5.	Domino Ribbon Roll, Model: V600002/v-ar-	124 Box

	bk-770	
6.	Pnematic Kit	35 Nos.
7.	Print Head(X40)	42 Nos.
8.	Print Head(X30)	17 Nos.
9.	Domino Print Head	14 Nos.
10.	UV Lamp(18 Watts)	320 Nos.
11.	1.6mm Horizontal Electrode Nichrome	1180 Nos.
12.	Horizontal Electrode 1.6mm Samarpan	2450 Nos.

#### 9.0).EARNEST MONEY DEPOSIT

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

EMD for bidding multiple categories (more than one): Rs.5,00,000/- (Rupees Five Lakhs Only)

EMD for bidding one category : Rs.2,00,000/- (Rupees Two lakhs only)

- 9.2).Online payment gateway has been enabled for Tamilnadu Cooperative Milk Producers' Federation Limited, Chennai in eProcurement Portal <a href="https://tntenders.gov.in">https://tntenders.gov.in</a>. The EMD amount should be paid only through online payment mode in e-tender portal of <a href="https://tntenders.gov.in">https://tntenders.gov.in</a>.
- 9.3). The EMD will not carry any interest.
- 9.4). Bidder has to select the payment option as "pay online" to pay the EMD amount. Only after payment of EMD, bidder will be able to encrypt/upload their bids. In order to avoid any issues and last minute delay in processing of payment online, it is recommended to make payment and submit the bid as early as possible. TCMPF will not be responsible for any sort of difficulty faced/failure in submission of bids online by the bidder
- 9.5). Any other mode of payment of EMD shall not be accepted

#### 9.6). Online payment mode (EMD):

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

- 9.6.1.1). 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.
- 9.6.1.2).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.
- 9.6.2). Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder.
- 9.6.3). 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.

#### 9.7). Refund of EMD of unsuccessful bidders:

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

- 9.8). Tenders not accompanied with Online Payment towards the prescribed EMD will be summarily rejected and EMD payment is compulsory for all participants.
- **9.9)** No earlier EMDs or performance guarantees are transferable against present Tender. Therefore, submission of fresh EMD along with the offer is MANDATORY.

#### 10.0). COST OF BIDDING

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

#### 11.0. SUBMISSION OF e-TENDER

Two-part (Technical and Financial Bid) online system should be uploaded in eProcurement Portal (<a href="https://tntenders.gov.in">https://tntenders.gov.in</a>):

#### 11.1). General Instructions for Two Part E-Tender:

- 11.1.1). The tender proposes two stage tender system viz. (PART A) Technical Bid and (PART B) Financial Bid. The first stage enables TCMPF 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.
- 11.1.2). Both the Technical and Financial Bids should be submitted in Online Portal <a href="https://tntenders.gov.in">https://tntenders.gov.in</a>.
- 11.1.3). In Technical Bid Documents listed in the **Tender Clause No.11.2** shall be uploaded.
- 11.1.4). In Financial Bid The firm rates alone are to be quoted in the Financial Bid BOQ (Excel Format) and to be uploaded online.

#### 11.2) Details to be Uploaded in the Technical Bid:

- 11.2.1). Details of E-Remittance towards EMD Amount.
- 11.2.2).Documentary evidence for manufacturer / supplier of tendered item / works as per **Tender Clause No.5.1.**
- 11.2.3).Copies of purchase orders / supply orders within a period of 3 years from the date of tender opening in respect of tendered items / works as per **Tender Clause No. 5.2.**
- 11.2.4).Copies of Satisfactory supply Completion Certificate / Performance Certificate (indicating the period of supply) for which Purchase Order / Supply order furnished as per 5.2 within a period of 3 years from the date of tender opening as per **Tender Clause No.5.3**.
- 11.2.5).Documentary evidence for minimum experience of 3 Years in the manufacturing / supplying of tendered items / works as per **Tender Clause No.5.4.**
- 11.2.6).Documentary evidence for average annual sales turn-over for the last three financial years (2020-21, 2021-22 & 2022-23) as per **Tender Clause No.5.5**.

- 11.2.7).Digitally signed tender documents/Scanned copy of Authenticated tender documents.
- 11.2.9). The following Supporting Documents, including the Annexures / Amendments are to be uploaded duly signed and sealed in each and every page
  - 11.2.9.1). Profile of the Bidding Organisation as per Annexure-I.
  - 11.2.9.2). Financial Capability as per Annexure-II
  - 11.2.9.3). Declaration Form as per Annexure-III
  - 11.2.9.4). Certificate of Conformity as per Annexure-IV
  - 11.2.9.5). Bidder's Experience Details as per Annexure-V
  - 11.2.9.6).Details of Abandonment of work Litigation / debarring done as per Annexure VI
  - 11.2.9.7). Any other documents wherever insisted in the tender document.

#### 11.3). Details to be Uploaded in Financial Bid:

- 11.3.1). 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 filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 11.3.2). This financial bid will be opened only if the bidder is qualified to execute the tender as per technical bid.

#### 12.0). SIGNING OF BIDS:

- 12.1). 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.
- 12.2).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 favour of the Signatory, should be produced.
- 12.3).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

#### 13.0). MODIFICATIONS / CLARIFICATIONS TO TENDER DOCUMENTS:

- 13.1). At any time after the issue of the tender documents and before the opening of the tender, TCMPF 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.
- 13.2). In case any bidder asks for a clarification to the tender documents before 48 hours of opening of tenders, the DGM (Engg.), JMD's Office, TCMPF will clarify the same.
- 13.3).The responses to the clarification will also be notified on <a href="https://tntenders.gov.in">https://tntenders.gov.in</a> without indicating the source of query
- 13.4).TCMPF at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
- 13.5). All the Bidders must periodically browse website <a href="https://tntenders.gov.in">https://tntenders.gov.in</a> till the closing date of this Tender for any amendments or corrigendum issued in connection with this Tender. TCMPF 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.

#### 14.0). WITHDRAWAL OF BIDS

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

#### 15.0). OPENING OF e-TENDER

#### 15.1). Opening of Technical Bids without Price (Part-I):

- 15.1.1). 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.), TCMPF Ltd., Plot No.29&30, Ambattur Sidco Estate, Ambattur, Chennai 600 098, through eProcurement Portal <a href="https://tntenders.gov.in">https://tntenders.gov.in</a> in the presence of bidder's authorized representative who may wish to be present on the date of opening
- 15.1.2). 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.
- 15.1.3). Only the Technical Bid will be opened on the due date.
- 15.1.4).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.

#### 15.2) 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

#### 16.0). 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

#### 16.1). Technical Bid Evaluation:

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

16.1.1). Payment of EMD in accordance with Tender Clause No.9.0.

- 16.1.2). Furnishing the tender document, Annexures, Amendments if any and any other document wherever insisted in the tender document duly signed.
- 16.1.3). Compliance with the Pre-Qualification Criteria indicated in Tender Clause no 5.0
- 16.1.4). Compliance with Technical specifications of tendered items / works as per tender Clause 36.00.
- 16.1.5).If any clarification is needed from the bidder about the deficiency in his uploaded documents in technical bid he 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
- 16.1.6). TCMPF 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.

### 16.2). Financial Bid Evaluation

- 16.2.1). For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving the evaluation price.
- 16.2.2). The evaluation of offer will be computed by taking into account Supply put together.
- 16.2.3). The evaluation for L1 shall be on total end price of all items.
- 16.2.4). The tender accepting authority wish to have more than one supplier such that the lowest evaluated price quoted tenderer will be placed 60% of the total quantity and the second lowest evaluation price quoted tenderer will be placed for rest of the quantity at first lowest offerer's (L1) price

#### 17.0).REJECTION OF TENDERS

#### 17.1). Tender will be SUMMARILY rejected if

17.1.1). The EMD requirements are not complied with as specified in Tender Clause 9.0.

- 17.1.2). Bid Pre-Qualification Criteria as specified in Tender Clause 5.0 are not complied with.
- 17.1.3). If the documents furnished with the offer is found to be bogus or the documents contains any false particulars.

#### 17.2). Tender is LIABLE to be rejected, if it is:

- 17.2.1). Not covering the entire scope of supply of equipment/ materials with all accessories.
- 17.2.3).Not in conformity with TCMPF's tender terms and Technical Specifications.
- 17.2.4). Not properly signed by the bidder.
- 17.2.6). From any black listed Firm or Contractor.
- 17.2.7). Received by Telex/Telegram / E-Mail /fax.
- 17.2.8). Not containing all required particulars as per Annexures I to VI.
- 17.2.9). Offer submitted without GSTIN and PAN is liable for rejection.

#### 18.0). NEGOTIATION

TCMPF reserves the right to negotiate with the Bidder whose offer is the lowest evaluated price for further reduction of price. TCMPF 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.

#### 19.0). VALIDITY OF PRICE TENDER:

- 19.1). The rate quoted should be valid for a minimum period for 120 days for acceptance from the due date. The offers with lower validity period are liable 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 finalisation of Tender.
- 19.2).In exceptional circumstances, TCMPF 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.

#### 20.0) DEVIATIONS:

- 20.1). The offers of the Bidders with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection.
- 20.2). No alternate offer will be accepted.

20.3). 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

#### 21.0). SECURITY DEPOSIT

- 21.1). After Evaluation and finalization of pre qualification cum technical bids and Commercial bids, selected successful tenderers would be required to furnish a Security Deposit at 5% of ordered value, drawn by means of Demand Draft from any Indian Nationalized Bank / Scheduled Commercial Bank in India (Approved by the Reserve Bank of India) drawn in favour of "The Joint Managing Director, TCMPF Ltd., Chennai 600 098", payable at Chennai (or) the successful tender shall furnish Irrevocable Bank Guarantee from any Indian Nationalized Bank / Scheduled Commercial Bank in India (Approved by the Reserve Bank of India) within 15 days from the date of notifying to them and validity period of Irrevocable Bank Guarantee will be one year from the date of execution of the contract for the above security amount value. The EMD already paid along with tender shall be adjusted against SD to be paid by the successful bidder.
- 21.2).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 said means. Any other form of remittance will not be accepted.
- 21.3). The security deposit will be refunded only after the expiry of 6 months from the date of satisfactory completion of the contract satisfactorily complying to the specification of the equipment to take care of the workmanship of the agency.

#### **22.0). AGREEMENT:**

22.1). 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 TCMPF.

- 22.2).If the contractor fails to execute the contract satisfactorily at the tendered rate, the security deposit will be forfeited by TCMPF.
- 22.3).If the TCMPF incurs any loss / additional expenditure due to the negligence of the contractor in connection with the work during the period of contract, the same shall be recovered together with all charges and expenses from the contractor.
- 22.4).In the event of breakages or damages, if any, caused by the contractor to the property of the TCMPF, the cost will be recovered from the contractor.
- 22.5). 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 basic price to the benefit of either the contractor or TCMPF as the case may be.
- 22.6).The Agreement in Rs.100/- non-judicial stamp paper shall be signed and returned within 15 days of receipt of the Supply order along with the D.D or BG for Security Deposit.

#### 23.0). PAYMENT TERMS:

- **2.23.1.** The supplier shall submit necessary invoice for the supply in duplicate along with a copy of the delivery challan for making payment. The purchase order No. and date shall be specified in the Invoice.
- **2.23.2.** The payment shall be made within 30 days from the date of receipt of the goods at the Metro Dairies Stores and acceptance on the quality.

#### 2.23.3). NO OTHER TERMS OF PAYMENT WILL BE ENTERTAINED.

#### 24.0). TERMINATION OF CONTRACT

- 24.1). TCMPF 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.
- 24.2).If the Supplier fails to deliver any or all of the goods within the time schedule specified in the Purchase Order / Delivery Schedule/e-Mail/Letter.
- 24.3). If the Supplier fails to perform any of the obligation(s) under the Contract;
- 24.4).If the Supplier is found to have involved in fraudulent, corrupt and unfair practices in competing for or in executing the Contract.

#### 25.0).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, TCMPF 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 is 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.

#### **26.0).PENALTY:**

- 26.1). FORFEITURE OF EMD/SD: If the successful bidder fails to act according to the Tender conditions their SD will be forfeited or withdraws the offer after their tender is accepted, their EMD will be forfeited.
- 26.2). If the selected 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. TCMPF will have the right to divert the order to other bidders.
- 26.3). 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.

#### 27.0).RIGHTS OF THE TCMPF:

- 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 TCMPF shall reserve the right to cancel the order besides forfeiture of Security Deposit.
- 27.2). Notwithstanding anything contained in the tender schedule, no obligation rests on the TCMPF to accept the lowest tender and the TCMPF 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 TCMPF 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 supply ordered quantity either in part or full will not be eligible from participating in this tender.
- 27.5.1).If the successful bidder either in TCMPF or in the DCMPU defaulted to execute agreement or to pay Security Deposit or to supply ordered quantity either in part or full shall be debarred from participating in the subsequent tenders for a period of 3 years.

#### 28.0). FORCE MAJEURE:

- 28.1). Failure or delay in the part of bidder for supply due to force majeure causes enumerated here under shall be considered, provided the supplier produces documentary evidence.
  - Any cause which is beyond the reasonable control of the bidder.
  - Natural phenomena, such as floods, drought, earthquakes and epidemics.
  - Act of any Govt. Authority, domestic or foreign, such as wars declared or undeclared quarantines, embargoes licensing control on production or distribution restrictions.
  - Accident and disruptions such as fire, explosion, increase in power cut with respect to date of tender opening etc.,
  - Strikes, slow down and lockouts.
- 28.2). The cause of force majeure condition will be taken into consideration only if the supplier notifies within 30 days from the occurrence of such eventualities. The purchaser shall verify the facts and grant such extension as the facts justify. For extension due to force majeure conditions, the supplier shall submit his representation with documentary evidence for scrutiny by the purchaser and decision of the purchaser shall be binding on the time.

#### 29.0). DISPUTES AND ARBITRATION:

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

#### 30.0). LEGAL JURISDICTION

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 Court of Deputy Registrar (Dairying), Thiruvallur. The legal jurisdiction will be only Deputy Registrar (Dairying), Thiruvallur Court.

#### 31.0). 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.

#### 32.0).TECHNICAL SPECIFICATION

ITEM NO 1: 0.2mm thickness, 20mm width, 10m length, Barrier Strips(Make: Ambica)

ITEM NO 2: UNI 5NP OSA Cream Color 0.2mm thickness, 20mm width, 10m length, Barrier Strips(Make: Urja)

ITEM NO 3: Coding Ribbon Roll, 33mm\*1100 mtrs. x 40 Model

ITEM NO.4: Size: 33mm\*700 mtrs. x 30 Smart Date Xtra Ribbon, X30 Model

ITEM NO.5: Domino Ribbon Roll, Model: V600002/V-ar-bk-770, 34mm\*770mm/1.34"\*2526' Ribbon Grade: AR Black

ITEM NO.6: Pneumatic Kit - ENM10064471

ITEM NO.7: Print Head(X40)

ITEM NO.8: Print Head(X30)

**ITEM NO.9: Domino Print Head** 

ITEM NO.10: UV Lamp(18 Watts)

**ITEM NO.11: 1.6mm Horizontal Electrode Nichrome** 

#### ITEM NO.12: Horizontal Electrode 1.6mm Samarpan

#### 33. Bidding for Items

- The items in the Price Bids have been grouped in to various categories depending on the use and requirement.
- Bidder can choose to Bid for Items in a category. Partial bid is allowed wherever it is mentioned.
- However, the bidder should ensure that the prices are quoted for the corresponding items / add on items / accessories relevant to the main item quoted. Not Bidding or Technically not qualifying for the corresponding items / add on items / accessories relevant to the man item quoted shall lead to rejection of Main Item in that category.
- The Prices quoted for each item in all categories should be inclusive of Supply charges.

#### 34. Compliance with Technical Specification

- All Items offered by the Bidder shall meet the Technical specifications specified in the Tender. This shall be evidenced by compliance of the Items in the Technical compliance sheet submitted by the Bidder and OEM.
- Technical compliance sheet for each item quoted in Annexure 2- Price bid shall be given by the Bidder and OEM separately, by filling up the Compliance to the Technical specifications in the tender document along with Make, Model and bidder/OEM offer for each parameter in the specifications

#### 35. Original Equipment Manufacturer's Liability

- OEM can participate in the Tender directly as a Bidder, if they meet the Eligibility requirements.
- The OEM shall offer only enterprise grade products against the minimum requirements and specifications of this Tender.
- OEM shall ensure that products are manufactured conforming quality and environmental standards.

- The OEM shall offer latest, original, non-refurbished products fully compliant to the minimum requirements and Specifications in the Tender.
- Competent/Authorised authority of the Manufacturer shall sign the MAF(Manufacturer's Authorisation Form) and Technical Compliance sheet.
- The OEM of the items offered in the Tender shall submit Manufacturer's Authorisation Form.
- OEM shall also sign and submit the Technical Compliance sheet of the items offered.
- OEM shall be liable for the Conditions in the MAF, Technical Compliance and Product specifications and its performance.
- OEM shall extend full support to TCMPF/End User through the Contractor during the
  evaluation and throughout the Contract period including extensions without any
  additional price by maintaining sufficient stock and supplying the item and spares in
  time.
- As this is a Rate Contract Tender, TCMPF expects wider participation and the
  OEMs of the item offered in the Tender shall be required provide MAF to
  minimum two Bidders. TCMPF reserves the right to disqualify the Bids of such
  Bidder where its OEM has not provided MAF to minimum two Bidders. This
  condition is not applicable when OEM directly participates in the Tender as a Bidder.

#### • DELIVERY:

The tendered items shall be supplied as per the supply schedule of the user.

#### 36. Rate Contract Period:

- The Rate Contract shall be valid for a period of 12 months from the date of signing of Contract or agreement.
- The Contract shall be extended for further periods as mutually agreed by TCMPF and the Contractor at the same Terms and Conditions including Price.
   The Successful Bidder should keep the Price firm during the period of Contract including the period of extension of time, if any.
- In case of extension of Contract, the CAMC Price of the previous year shall be CAMC for the extended year.

#### 37. Warranty:

- All the materials and components of the Tendered items shall be covered with Onsite warranty for the period 3 years which includes replacement of any spare parts if necessitated and if the spares are not available then complete replacement of the item(s) with an equivalent/higher/next generation model which is acceptable to TCMPF/End User shall be made without additional cost to the TCMPF/End User.
- The warranty period shall be calculated from the date of installation / commissioning
  of the IT products at the last location in the Purchase order evidenced from the date
  of signature of the End User in the Installation report.
- The Contractor shall be liable to make good the loss by replacing the items or other
  accessories found defective during the warranty period within the stipulated period,
  failure of which shall attract LD.
- Add-on items shall be supplied with negotiated warranty of the item, throughout the Contract period.
- LD during the warranty period shall be deducted from any payables to the Contractor including Security Deposit.

#### 39. Comprehensive Annual Maintenance

- Post Onsite warranty period, all the materials and components supplied by the Contractor shall be offered Onsite Comprehensive Annual Maintenance for a period of 2 years from the warranty end date irrespective of communication for purchase.
- The Contractor shall offer CAMC service beyond contract period if requested by TCMPF/End User.
- The terms of the CAMC shall be similar to the Warranty including replacement of parts excluding consumables and physical damages and Licences, excluding Consumables and physical damages
- CAMC charges shall be calculated and paid half-yearly to the Contractor. The Contractor should submit the reports on Comprehensive Maintenance performance obtained from all the locations with sign and seal to the Billing Authority. After

- perusal of the reports, the Billing Authority shall provide a Final Half yearly performance report certification to the Contractor for processing CAMC payment.
- LD during CAMC period shall be deducted from the Comprehensive Annual Maintenance or any other charges payable.
- In case of extension of Contract, the CAMC Price of the previous year shall be CAMC for the extended year.
- The Technically Qualified Bidders will be negotiated to match the lowest CAMC Charge offered in the tender.

#### 40. Liquidated Damages on Delivery

- The delivery period shall be taken into account from the date of issue of Purchase
   Order. Delivery shall be completed within the stipulated period.
- Liquidated Damages shall be levied at the rate of 0.25% per day (inclusive of holidays) on the value of the un-delivered portion of the item/Purchase order/work order, if the delivery has not been completed in full within the stipulated period.
- The Liquidated Damages shall be capped at 10% of the value of the Purchase order/work order.
- If the LD levied for non-delivery of a single item reaches 15% of the value of the item or total LD levied reaches the ceiling of 10% of the value of the Purchase order/work order, TCMPF may terminate the Contract with the Contractor in part or full for default and forfeit the Security Deposit and take further action if required as permitted by the Contract and Law.
- Termination by TCMPF on this account shall not entail any compensation to the Contractor on account of items in transit/ordered or otherwise and the Contractor shall not make any claim in this regard.
- TCMPF reserves the right to blacklist the Contractor from taking part in any of the TCMPF Tenders for a period up to 3 year from the date of blacklisting for failure to carry out supply in time or according to the quality and quantity prescribed or any such similar reasons. This action shall be over and above the LD/Forfeit of SD/Termination of Contract.

- Blacklisting shall not relieve the Contractor from the liability of bearing the additional cost on account of procurement of items through other technically qualified Contractors or any other alternative sources.
- In exceptional cases, Contractor shall be permitted to provide standby devices which
  are of equivalent/higher standard/next generation on the request of the End User
  and in such cases LD shall be excluded for the standby period.

#### 41. Liquidated Damages for Deficiency in Performance

- Liquidated Damages shall be applied for not adhering to the conditions stipulated for the Onsite Warranty and Onsite CAMC.
- The time for the calculation of LD shall be counted from the time the issue is raised in the {Ticketing tool/Call/Mail/Others} to the time the issue is closed in the {Ticketing tool/Call/Mail/Others}.
- During the Onsite warranty and Onsite CAMC period, the complaints received shall be attended as below.
  - Contractor shall ensure the availability of 24\*7 support
  - All the complaints shall be attended immediately without any time delay
- If the complaint/issue is not rectified within the stipulated period, LD shall be levied as per the following table:

S. No	Complaint/Issue	Time for Rectification	LD (in Rs. Per day)
1	Delay in fixing issue/replacement of any device or other	Within 24 hours from the time of reporting issue	No LD
	peripheral which was found to be faulty	Beyond 24 hours	0.2% of the value of the defective item per day will be deducted till the issue has been resolved/fixed

 The LD shall be deducted from the any payable/Security Deposit submitted by the Contractor during the Onsite warranty period and from CAM charges payable to the Contractor during the CAM period.

- The Contractor shall submit half-yearly reports on the maintenance and resolution of complaints/issues in the format to be prepared jointly by the End User and the Contractor and agreed by TCMPF.
- There is no ceiling on the LD on account of not adhering to the conditions stipulated for the Onsite Warranty and Onsite CAMC.
- TCMPF may terminate the Contract if the value of LD exceeds the Performance Security or the Maintenance Charges.
- TCMPF has the right to ask for additional Security Deposit beyond the Security Deposit mentioned in the LoA and Security Deposit collected based on the Purchase Orders issued to manage the LD subject to ceiling of 5% of the total value of the Purchase Order issued.
- In the event of loss sustained by the End User for non-fulfilment or non-observance of any of the conditions stipulated in the Tender Terms & Conditions and Purchase order, the Contractor shall pay as LD an amount equivalent to 10% of total value of Purchase orderor an amount equal to the actual loss incurred by the End User whichever is higher subject to the condition that the loss amount would not exceed the value of the goods supplied/to be supplied.

#### 42. Stores, Spares and Manpower

- Successful Bidder shall arrange for all the Stores, Spares and materials resources required for the Successful and satisfactory completion of the Contract/Purchase order.
- When the number of items ordered under this RC Tender is over 100 no. in a single order, the Successful Bidder shall nominate a SPOC for the Purchaser for communication and response.
- The details of the SPOC shall be given in the spreadsheet shared by TCMPF where the Successful Bidder updates the details of completed deliveries.

#### 43. Payment

- 100% of the total cost of ordered items shall be paid by TCMPF on behalf of the End
  User subject to deductions for LD, on supply/handing over of the ordered items to
  the End User, after fulfilling the Technical specifications, evidenced by the date of
  signature of the authorised person of the End User department.
- TCMPF advises the Contractor to supply the items only if the site is ready. On receipt of the End User details, the concerned authority may be contacted for issue of site readiness and then arrange for supplies only to the sites, which are ready.
- TCMPF advises the Contractor to supply the items only if the site is ready. On receipt of the End User details, the concerned authority may be contacted for issue of site readiness and then arrange for supplies only to the sites, which are ready.
- Bills shall be honoured within 30 working days after submission of bills along with all supporting documents in complete shape and accepted by TCMPF.
- Contractor shall submit proof for Payment of the statutory Payments of earlier
   Payment if applicable before submitting Invoice of subsequent Payment.
- The Contractor shall pass on the benefits of refunds of any incentive, rebate, custom duty, GST and any other taxes, etc. from authorities concerned and pass it on to End User. If the Government or any other appropriate agency reduces the Custom duty, GST or Sales tax or give incentive of any type retrospectively after supplying the ordered items failing which action shall be taken to recover the balance amount from the Contractor under the Revenue Recovery Act or any other relevant act. If any End User (Government Department/ Institutions/ Unit/ PSU etc.) request/claim for exemption from custom duty, GST or any other taxes, then the Contractor before accepting the order shall get such certificate, if any and accordingly the PO / Work order shall be issued.
- LD amount if any shall be adjusted in the Payment due to the Contractor.
- All taxes and other levies imposed by Governments in India shall be paid at actual as applicable.
- Subject to above conditions, Payment shall be released only after receipt of funds from End User and no interest shall accrue upon delay in payment.

#### 44. Evaluation of Prices

- The Price Bid should include all expenses towards this Tender. The Price Bids of the Technically Qualified Bidders will be opened and evaluated.
- The Price Bids will be opened in the presence of the Bidders at TCMPF. The Bidders or their authorised representatives will be allowed to take part in the Price Bid Opening.
- Price Bid evaluation will be done as per the Tamil Nadu Transparency in Tenders
   Act 1998 and Tamil Nadu Transparency in Tender Rules 2000 there on.
- Following method of price evaluation will be adopted.
  - The Price Bid Evaluation shall include all taxes and levies imposed by the Governments in India as part of the price. The GST rates quoted should comply with the statutory guidelines and will be paid as applicable at the time of billing.
  - The prices will be evaluated as follows and the decision of TCMPF will be the final.
    - The bidder who becomes lowest for the main item as prescribed in the price bid will be called as L1 bidder for that item.
    - Bidder shall quote for the main items and relevant Add On items/
      Accessories in a Category. Bidder shall ensure that they have quoted the
      CAMC charges as listed in Annexure-3 without fail, failing which the bid is
      liable for rejection.
    - Partial bid is allowed within the category where it is mentioned.
    - The total cost (including applicable taxes, duties and charges prevailing at the time submitting the bid) as prescribed in the Price Bid will be taken for the price bid evaluation.

- However the L1 bidder/s shall be asked to match the price of the applicable add on items, where they have not become L1.
- All the Bidder(s), who are selected after the Price Bid evaluation will be called as Successful Bidder/s.
- The Successful Bidder cannot claim orders from TCMPF as a matter of right.
- TCMPF reserves the right to cancel the tender and retender to invite the competitive offers / quotes after a thorough analysis of the tender specification terms and conditions.
- The Successful Bidder shall not sell the Tendered items to any other Purchaser at a price which is lower than the final negotiated price offered to TCMPF. If it is found that the item has been sold at lower rate, then that lower price will be fixed by TCMPF for that item in future and also for the already supplied quantities under this tender.
- The successful bidder/s should supply, install and commission the ordered items only as per the approved specification and as per the OEM's MAF conditions. If Bidder(s) found violating the conditions, then the tender is liable for cancellation and penal action will be initiated against the erring bidder or OEM including blacklisting them.

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# **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 do	cumentary proof for the above details without fail.
I/we hereby declare that the deta	ils furnished above are true and correct to the best of
my knowledge. In case any of the	e above information is found to be false or untrue or
misleading or misrepresenting, I/v	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 A	Average Annual Sales / Revenue	Turnover of M/s			
(Name	e of Fi	rm) and address	for the past three			
years	years are given below and certified that the statement is true and correct:-					
	S. No.	Financial Years	Sales / Revenue Turnover in Lakhs (Rs)			
	1.	2020-21				
	2.	2021-22				
	3.	2022-23				
·		Total				
		nual Sales / Revenue turnover -				
		-	Annual Turn Over Certificate for above			
years	certifi	ed by Chartered Accountant or A	Annual statement of Accounts (i.e.) Profit	&		
Loss	Accol	unts and Balance Sheet for t	ne above 3 years certified by Chartere	ed		
Accou	ıntant	in support of Annual Turn Over v	vithout fail.			
Place:			Signature of the Bidder with office se	al		
Date:	•					
Date.						

#### **ANNEXURE-III**

#### **DECLARATION FORM**

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

To
The Dy. General Manager (Engg.),
Tamilnadu Cooperative Milk Producers' Federation Ltd.,
Plot No.29 & 30,
SIDCO Industrial Estate, Ambattur,
Chennai – 600 098.

Sir.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref. No.: 1413/JMDO/Engg/2023

Name of Tender / Work / Item : Fixing Annual Rate Contract for Supply of Consumables and Spares for 3 Metro Dairies

\*\*\*\*

#### 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 ,
- I/we agree to abide by all the detailed specifications, terms and conditions stipulated by the TCMPF which I/we have read and understood.
- I/we certify that I/we have fully read and understood the instruction to bidders for online bid submission given by TCMPF, and any lapse to properly submit the bids result in rejection of the bid submitted.
- I/we certify that the tender is offered without any alteration / addition / omission.
- The corrigendum(s) issued from time to time by your department/ organisation too has also been taken into consideration, while submitting this declaration form
- I/ we certify that all the conditions of the tender are accepted.

• I/we agree that the TCMPF, 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.

• I/we agree that the TCMPF, 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 TCMPF.

• I/we certify that I/we are responsible for the uploading of correct copies of scanned documents as per the e-tender procedure of TCMPF.

• I /we understand that any error in doing so my /our tender may be summarily rejected by TCMPF.

I/We hereby agree to hold the tender offer valid for acceptance for a period of
 120 days from the date of opening of Part – I – Technical bid

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/Items	Purchase 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	

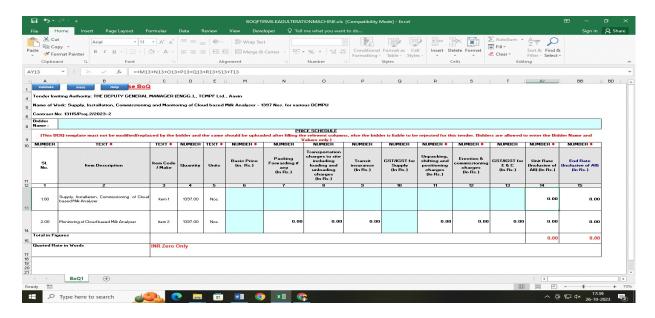
## **Dated Signature of Applicant with seal**

**Note**: It 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.



- 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 on F.O.R. which is inclusive of all viz. material cost, GST/IGST for supply transport charges, toll charges, transit insurance, loading and unloading charges, etc.,
- 2). All the rates should be only in terms of Indian Rupees.
- 3). 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.

Signature of the Bidder with office se	Signature	of the	of the Bidder wit	h office	sea
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Place:

Date:

## **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.	Yes/No
2.	Whether documentary evidence for manufacturer / supplier of tendered item / works as per tender clause 5.1 are uploaded	Yes/No
3.	Whether the copies of purchase orders / supply orders within a period of 3 years from the date of tender opening in respect of tendered items / works as per Tender Clause No. 5.2 are uploaded.	Yes/No
4.	Whether the copies of Satisfactory supply Completion Certificate / Performance Certificate (indicating the period of supply) for which Purchase Order / Supply order furnished as per 5.2 within a period of 3 years from the date of tender opening as per Tender Clause No. 5.3 are uploaded.	Yes/No
5.	Whether documentary evidence for minimum experience of 3 Years in the manufacturing / supplying of tendered items / works as per tender clause 5.4 are uploaded	Yes/No
6.	Whether documentary evidence for average annual sales turn- over for the last three financial years (2020-21, 2021-22 & 2022- 23) are uploaded	Yes/No
7.	Whether the tender documents are Digitally signed/ Authenticated copy and uploaded	Yes/No
9.	Whether the following Supporting Documents, including the Annexures / Amendments are uploaded duly signed and sealed in each and every page, failing which their offer will be rejected	Yes/No
	a).Profile of the Bidding Organisation 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	
10.	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.