

NAME OF WORK	:	Two Part Open Tender for the Purchase of 12,700 Kgs. ± 25% of Printed Laminated Film Roll for packing Chocobar and various varieties of Candy Ice Creams to meet out One Year Requirement to Products Dairy, Ambattur
TENDER NOTICE REFERENCE	:	200/K6/2022, dt.28.04.2022

The Tamilnadu Cooperative Milk Producers' Federation Ltd Chennai 600 098

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Joint Managing Director.



TWO PART OPEN TENDER FOR THE PURCHASE OF 12,700 KGS. ± 25% OF PRINTED LAMINATED FILM ROLL FOR PACKING CHOCOBAR AND VARIOUS VARIETIES OF CANDY ICE CREAMS TO MEET OUT ONE YEAR REQUIREMENT TO PRODUCTS DAIRY, AMBATTUR

PART - I TECHNICAL BID

The Tamilnadu Co-operative Milk Producers' Federation Ltd., Chennai-600 098

TENDER INFORMATION

1.	Name and address of the Purchaser. Name and address of the	:	The Joint Managing Director, Tamilnadu Cooperative Milk Producers' Federation Ltd., Plot No.29 & 30, SIDCO Industrial Estate, Ambattur, Chennai – 600 098. Telephone No: 044 23464528 – 32 Fax: 044 23464536, dgmpurchase@gmail.com The Dy. General Manager (Dg.), Products Dairy,
2.	User	•	TCMPF Ltd., Ambattur, Chennai – 600 098.
3.	Name of the Work	:	Purchase of 12,700 Kgs. ± 25% of Printed Laminated Film Roll for packing Chocobar and various varieties of Candy Ice Creams to meet out One Year Requirement to Products Dairy, Ambattur
4.	Tender Reference Number	:	200/K6/2022
5.	Tender Estimated Value	:	Rs.37.00 Lakh
6.	Earnest Money Deposit (EMD)	:	Rs.35,000/-
7.	Cost of Tender Document	=	Rs.1,000/- + GST 18% extra and Rs.100/- extra if by post either by cash or demand draft from any Indian Nationalized Bank / Scheduled Commercial Bank (Approved by the Reserve Bank of India) drawn in favor of "The Joint Managing Director, TCMPF Ltd., Chennai – 600 098", payable at Chennai. Alternatively, Tender documents can also be downloaded from the designated website at free of cost (i.e.) www.tntenders.gov.in for e-submission and www.tenders.tn.gov.in & www.aavinmilk.com for submission of tender by post or courier.
8.	Sale of tender documents	:	From: 28.04.2022 to 16.05.2022 Time: 11.00 A.M. to 4.00 P.M.
9.	Date of Pre-Bid meeting	:	Date: 06.05.2022 Time: 11.30 A.M.
10.	Last date and time for submission of the two part tender – both technical and commercial bids with samples.	•	Date: 17.05.2022 Time: 3.00 P.M.
11.	Date and time of opening of Part I Technical Bid Document.	:	Date: 17.05.2022 Time: 3.30 P.M.
12.	Date and time of opening of Part-II Commercial Bid	:	Commercial Bid will be normally opened within 60 days from the date of opening of Part-I pre qualificationstechnical bid. The date of opening of Commercial Bid will be informed to the eligible tenderers who are found and declared as qualified in Part-I technical bid.
13.	Place of Sale of Tender Documents, Pre- Bid meeting & Part I Technical Bid and Part II Price 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.

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1. TWO PART OPEN TENDER APPLICATION

From To
M/s. The Joint Managing Director,
TCMPF Ltd.,
No.29 & 30, Industrial Estate,
Ambattur, Chennai - 600 098.

Sir,

Sub: Two Part Open Tender for the Purchase of 12,700 Kgs. ± 25% of Printed Laminated Film Roll for packing Chocobar and various varieties of Candy Ice Creams to meet out One Year Requirement to Products Dairy, Ambattur – Submission of tender documents – Reg.

* * *

Having examined the two part Open tender documents consisting of Part-I pertaining to pre-qualification/technical bid and Part-II commercial bid with price quote, I / we hereby submit all the necessary documents and relevant information for bidding the above mentioned tender.

	The	application	is	made	by	me	/	us	on	behalf
of				in th	е сар	pacity	of			
duly autho	rized t	o submit this	two	part Opei	n tend	der off	er.			

Necessary Legal/Lawful evidence in respect of authority assigned to me on behalf of the bidding firm is herewith attached.

I submit the documents herewith taking into consideration of all the instructions, terms and conditions in the detailed two part tender notice.

:2:

I/We understand that the Joint Managing Director, T.C.M.P.F,

Chennai reserves the right to reject any tender offer without assigning any

reasons there for.

I/We hereby agree to hold the Open tender offer valid for

acceptance for a period of 180 days from the date of opening of the Part I

technical bid.

I/We understand that the tender will be valid for a period of

1 year (12 months) from the date of awarding of contract (or) till the

tendered quantity is supplied whichever is earlier.

Enclosures:

1. Evidence of authority to sign

2. Latest brochures if any

3. Part I pre qualification - Technical bid in separate sealed cover

4. Part II commercial bid with price quote in separate sealed cover.

Signature of the Applicant including title capacity

Name:

(IN BLOCK LETTERS)

2. INSTRUCTIONS TO THE TENDERERS

This two-part Open tender document consists of:

- Part I Pre-qualifying technical bid
- Part II- Commercial bid with price-quote schedules
- **2.1** Read all the terms and conditions of the Two-Part Open tender carefully before you start filling up.
- 2.2 The tenderers have to submit the original set of the two-part Open tender (both Part-I Technical Bid and part II Commercial Bid) duly filled in, attached with necessary documents and are advised to retain a duplicate set of documents for their records.
- 2.3 The Part-I pre-qualification cum technical bid and the Part-II Commercial bid should be submitted in two separate covers duly superscribed as "Open Tender for the Purchase of 12,700 Kgs. ± 25% of Printed Laminated Film Roll for packing Chocobar and various varieties of Candy Ice Creams to meet out One Year Requirement to Products Dairy, Ambattur".
- 2.4 The above two separate covers defined in 2.3 shall be put in a larger wax sealed cover duly superscribed as "Open Tender for the Purchase of 12,700 Kgs. ± 25% of Printed Laminated Film Roll for packing Chocobar and various varieties of Candy Ice Creams to meet out One Year Requirement to Products Dairy, Ambattur" addressed to "The Joint Managing Director, TCMPF Ltd., 29 & 30 Sidco Industrial Estate, Ambattur, Chennai 600 098", and submitted either in person or by post at the above said address and e-submission shall be through the designated website "http://www.tntenders.gov.in/" as provided in the TNTT Rule 18 (1) and 18 (3). By all means documents and samples should reach on or before the closure time and the date specified. Tender received after the specified date and time shall be summarily rejected.

- **2.5** a). If the envelope is not sealed and super-scribed as instructed, no responsibility will be assumed for any misplacement of tender or premature opening of the envelope or parcel.
 - b). Telegraphic / FAX Tenders will not be accepted.
- **2.6** The quantities mentioned in the tender document are approximate. The tender accepting authority shall be permitted to vary the quantities finally ordered and execute the work through the contractor.
- 2.7 Also kindly submit samples, as asked, along with the Open tender document. Failing which the tender documents and offer will be summarily rejected.
- **2.8** Kindly go through the check-slip given and ensure whether all the asked documents are enclosed.
- 2.9 It is specifically informed that all the pages of Part I Technical Bid and Part II Commercial Bid should be signed at the bottom of each page, without any omission, by the authorized signatory with name and seal of the firm.
- 2.10 It is also informed that the Open tender offer shall be valid for a period of 1 year (12 months) from the date of awarding contract (or) till the tendered quantity is supplied whichever is earlier.
- **2.11** All the tenderers are instructed to check the designated websites, after the date of pre-bid meeting, till 48 hours before the closure date and time, for the publication of corrigendum, due to any amendments or clarifications on the tender, if any.
- **2.12** They are instructed to download the corrigendum, if published and enclose the duly authenticated copy of it along with the technical bid document without fail. Failing which, it is liable for rejection of the tender offer.

- 2.13 Detailed evaluation will be done only on the basis of the Documents / Records / Evidences / Certificates produced by the Applicant in the Technical Bid.
- 2.14 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.
- **2.15** 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.

3. INTRODUCTION

This TWO PART OPEN TENDER document is towards the Purchase of 12,700 Kgs. ± 25% of Printed Laminated Film Rolls which are essentially being used for packing Chocobar and various varieties of Candy Ice Creams at Products Dairy, Ambattur for a period of One Year from the date of awarding of contract (or) till the tendered quantity is supplied whichever is earlier.

This Two Part Open Tender documents contains the schedules as indicated below.

(i)	Pre Bid Meeting.	11.30 A.M. on 06.05.2022
(ii)	Last date and time for submission of the Two Part Open Tender – both technical and commercial bids with samples.	03:00 P.M. on 17.05.2022
(iii)	Date and Time of opening of Part-I Pre-qualification tender - Technical bids.	03:30 P.M. on 17.05.2022
(iv)	Cost of Tender Document.	Rs.1,000/- + GST 18% extra and Rs.100/- extra if by post either by cash or demand draft in favor of TCMPF Ltd. payable at Chennai drawn from any Indian Nationalized Bank / Scheduled Commercial Bank. Alternatively, Tender documents can also be downloaded from the designated websites www.tenders.tn.gov.in & www.tenders.tn.gov.in & www.tenders.tn.gov.in do through www.tntenders.gov.in .
(v)	Place of opening of Part-I open tender pre-qualification cum-technical bid	Office of The Joint Managing Director, T.C.M.P.F. Limited, Plot No. 29 & 30, Sidco Industrial Estate, Ambattur, Chennai - 600 098.
(vi)	Date and time of opening of Part-II tender commercial bids.	The date & time of opening of Part II Commercial Bid will be intimated to those who are found and declared as qualified, eligible and short-listed as per technical parameters and terms and conditions of pre qualification of Part I Technical Bid.

4. GENERAL TERMS & CONDITIONS

- **4.1** THE TWO PART OPEN TENDER for the Purchase of 12,700 Kgs. ± 25% of Printed Laminated Film Roll for packing Chocobar and various varieties of Candy Ice Creams to meet out One Year Requirement to Products Dairy, Ambattur consists of:
 - (a) (i) PART-I TECHNICAL BID, wherein, the pre-qualification, based on various factors such as supply capacity, quality of the product offered, suitability and eligibility of the tenderer will be evaluated, considered and decided prior to opening and consideration of commercial Bids under PART-II of the Open tender.
 - (ii) The PART-I technical bid shall be opened on the date/time and venue specified in the presence of the tenderers or their authorized representative who opt to be present during the opening.
 - **(b) (i)** The PART-II Commercial Bid of the tenderers who do not satisfy any/all the terms and conditions specifically so mentioned under PART-I technical bid and/or whose samples do not pass through the prescribed technical parameters in the quality assessment tests shall not be considered eligible and shall not be opened.
 - (ii) The PART-II commercial bids shall normally be opened within 60 days from the opening of the Part-I Pre-qualification/technical bids in the presence of tenderers or their authorized representative who opt to be present. The date of such opening of commercial bid will be informed separately to those who are qualify in Part I Technical Bid and with samples conform to the technical parameters prescribed thereon.

4.2 SITE INSPECTION:

Inspection of the factory may be conducted by the Officers nominated by the Joint Managing Director, TCMPF Ltd., in respect of any of those parties who have tendered prior to opening of Commercial bids, if necessary.

- **4.3** Tenders and samples received after the specified date and time shall be **SUMMARILY REJECTED**.
- **4.4** The Open tender forms are not transferable or assignable.
- **4.5** The tenderers must be a Manufacturer of the item tendered for.

4.6 The signatory of the tenderer should indicate his/her/their status in which he/she/they have signed and submit necessary Legally/Lawfully admissible documentary proof in respect of such authority assigned to him/her/them by the firm. If the Open tender opening day is declared as a holiday, the Open tenders shall be received and opened immediately on the next working day at the same time and place.

4.7 EMD PAYABLE:

4.7.1 All tenders must be accompanied with the prescribed amount of **Rs.35,000/-** (**Rupees Thirty Five Thousand only**) as EMD along with tender. The EMD amount to be drawn by means of the Demand Draft from any Indian Nationalized Bank / Scheduled Commercial Bank (Approved by the Reserve Bank of India) drawn in favour of "The Joint Managing Director, TCMPF Ltd., Chennai – 600 098", payable at Chennai. It shall be enclosed with the Part-I Technical Bid. No other form of remittance shall be accepted.

4.7.2 EMD EXEMPTION:

4.7.2.1. Any tenderer claiming exemption from the payment of EMD, shall enclose necessary valid documentary proof in the form of entrepreneurs memorandum (EM) No. Part-I and Part-II as per new system and other accessories MSMED Act 2006 of Tamilnadu Small Industries Development Corporation / the District industries centre of directorate of industries and commerce in respect of those items for which the registration certificate has been obtained and tenders called for by the Federation.

(OR)

4.7.2.2. In respect of SSI units located outside the state (Tamilnadu), such of these units registered with NSIC in respect of items manufactured by them for which tenders have been called for alone will be granted exemption from payment of EMD.

(OR)

- 4.7.2.3. Tenderers who are seeking exemption from the payment of E.M.D. should produce the Photostat copy of UDYOG Aadhar Memorandum (UAM) Registration Certificate / UDYAM Registration Certificate in spite of furnished MSMED EM Part II.
- **4.7.3.** Domestic Small Scale Industrial Unit means an Industrial Unit in which the investment in fixed assets in Plant and Machine (Imported) whether held in ownership or on lease or by hire purchase does not exceed rupees one hundred lakhs and which manufactures the goods within the State and Registered with the Director of Industries and Commerce as defined under clause 2 (aa) of TNTT Act of 1998.

- **4.7.4.** Tenders not accompanied with Demand Draft (or) online payment towards the prescribed EMD (or) the relevant documentary proof for the exemption thereon shall be summarily rejected.
- **4.7.5.** No earlier EMDs or performance guarantees are transferable against present Tender. Therefore, submission of fresh EMD along with the offer is MANDATORY.
- **4.7.6.** If tendering by e-submission, the above said DD for EMD (Sl. No.4.7.1) should be dropped in the tender box before the closure date and time. The samples also shall be submitted to this office to Dy. General Manager (Engg.), Joint Managing Director's Office, Ambattur before the closure time.
- **4.8** Tenderers shall furnish Photostat copies of valid GST Registration certificate along with the tender.
- **4.9.** Tenderers shall furnish the Photostat copy of PAN Card.
- **4.10.** Tenderers shall furnish the Photostat copies of valid Factory Registration / Incorporation / VAT / CST (or) such registration certificates along with the tender.

4.11. SECURITY DEPOSIT:

- **4.11.1.** After Evaluation and finalization of pre qualification cum technical bids and Commercial bids, selected tenderers would be required to furnish a Security Deposit at 5% of ordered value, drawn by means of Bank Draft from any Nationalised Bank in favor of the Joint Managing Director, TCMPF Ltd., Chennai 600 098 payable at Chennai within 15 days from the date of notifying to them.
- **4.11.2.** The Security Deposit shall be retained with the Federation for the due and faithful performance of the contract upto 6 months after the expiry of contract.
- **4.11.3.** No interest shall be paid on the Security Deposit.

4.12. AGREEMENT:

After evaluation and finalisation of pre-qualification / technical bids and commercial bids, selected tenderers would be required to sign an agreement in Rs.100/- non-judicial stamp paper and return the same within 15 days of receipt of the supply order.

4.13 The 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 tenderer or the Federation as the case, it may be.

4.14 QUANTITY REQUIREMENTS, DELIVERY AND PENALTY:

- **4.14.1** The successful tenderer will be intimated with the details of the quantity and the delivery schedules upon signing the agreement and on remittance of security deposit.
- **4.14.2** The contract period is effective for 12 months from the date of awarding of contract. Wherever there is variation in the requirement of quantity, the delivery schedule shall also be modified accordingly by the Federation.
- **4.14.3** Time being, no variation shall be permitted in the delivery time as prescribed in the delivery schedule. If the tenderer fails to supply in full or part of the consignment as per the delivery schedule, a penalty at 1% per month for the delayed supply quantity shall be charged. Besides, the Federation reserves the right to cancel the order for the undelivered portion of the consignment. If such delay repeated for 3 times, the contract will be liable for cancellation in full and an amount equivalent to double the actual loss incurred shall be recovered and SD forfeited.
- **4.14.4** The Federation will not pay separately for transit insurance and the supplier will be responsible, till the stores contracted, for arrival at good condition (to the destination). The consignee will intimate the supplier as soon as possible but not later than three days of the date of arrival of stores, if any loss that may have occurred during transit. Tenders in which transit insurance cost has been claimed as extra may not be considered.

4.15 VIOLATION OF CONTRACT:

- **4.15.1** Not withstanding anything contained in the tender schedule, no obligation is cast 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 without assigning any reasons.
- **4.15.2** 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.
- **4.15.3** In the event of pre-mature termination of contract, the SD will be forfeited and any of the resultant loss shall be recovered from pending bills if any and the difference in cost on that of alternate supply procured shall be recovered from the defaulting tenderer.

- **4.15.4** If the tenderer defaulted in any of the previous tenders to supply ordered quantity as per schedule, to execute agreement or to pay security deposit either in Federation / District Unions will not be eligible from participating in the tender.
- **4.15.5** If the successful tenderer 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 tender either in Federation / District Unions for a period of 3 years.

4.16. LEGAL JURISDICTION:

4.16.a. DISPUTES AND ARBITRATION

In case of disputes arised out of this tender, an arbitrator mutually acceptable to the tenderer and federation will be appointed by the Managing Director, TCMPF Limited. The arbitrators decision shall be final, conclusive and binding on both the parties.

4.16.b. LEGAL JURISDICTION

In case, if either party to the tender is aggrieved by the award of the Arbitrator so appointed as per tender clause 4.16.a, or otherwise they can appeal to court. The Deputy Registrar (Dairying), Thiruvallur Court shall have Jurisdiction to entertain such disputes.

4.17. **SAMPLE**:

- 4.17.1 Tenderer should submit 5 mtrs. of any finished Printed Laminated Film as per the specifications defined and demanded with any multicolor printed art work and matters on the film as samples for testing along with tender document before the closure date and time. Failing of which will be liable for Summarily Rejection of the tender.
- **4.17.2** If e-tendering / sealed offer the samples has to be submitted to the Dy. General Manager (Engg.), Joint Managing Director's Office, Plot No.29 & 30, SIDCO Industrial Estate, Ambattur, Chennai 600 098 before the closure date and time for submission of tender documents. If failed to submit the samples before the closure time and date of the tender, such tender offer will be summarily rejected.
- **4.17.3** The samples will be tested for the compliance with Specifications (Chapter 9). If the samples failed in the test, the tender offer concerned will be summarily rejected.

4.18 PAYMENT TERMS:

- **4.18.1** 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.
- **4.18.2** The payment shall be made within 30 days from the date of receipt of the goods at the Products Dairy Stores and acceptance on the quality.
- **4.18.3** 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.

4.19 CANCELLATION OF TENDER:

The Tender Inviting Authority has the right to cancel the tender at any time, before the closure Date and time without any Prior Notice.

5. PRE-QUALIFICATION CRITERIA

The pre-qualification tender/PART-I technical bid will contain the under mentioned aspects pertaining to the prospective suppliers about their suitability, capacity, financial status, past performance etc. The conditions are:

- **5.1** The tenderer should be a Manufacturer for the item tendered for.
- 5.2 The tenderer should have necessary and complete infrastructure facilities for manufacturing the item tendered for. The details of infrastructure facilities should be submitted along with Part-I Technical bid.
- 5.3 The tenderer should have a previous experience record for having supplied a minimum of 50% of the tendered quantity (or) more of similar type of Printed Laminated Film Roll to any of the reputed Companies / Firms / Cooperatives in Tamil Nadu or outside Tamil Nadu in the past three years and should submit the authenticated copies of purchase orders (or) invoices and client list along with Part-I Technical bid to support.
- 5.4 The tenderer should furnish the authenticated performance certificates obtained within three years from their clients for the supply of similar type of Printed Laminated Film Roll.
- **5.5** The tenderer should have a minimum of three years experience on supplying of similar type of Printed Laminated Film Roll.
- **FINANCIAL:** The tenderer should have the average annual sales turn-over for the last three financial years equal (or) above to the value of the tender quantity (or) minimum annual sales turn-over in each of the last three financial years, should not be less than 50% of the value of the tender quantity. The financial statements for the last three financial years certified by a Chartered Accountant with Membership number should be enclosed in the Technical Bid.
- **5.7** The tenderer should submit the Photostat Copy of Valid GST Registration Certificate.
- **5.8** The tenderer should furnish the Photostat copy of the PAN Card.

- **5.9** The tenderer should furnish the Photostat copy of valid Factory Registration (or) Incorporation (or) VAT / CST (or) any such registration certificates along with the tender.
- **5.10** The tenderer should furnish the valid certificate of Food Grade compliance (Overall Migration Certificate) for their material, recently obtained from the competent authority should be submitted along with the Part-I Technical Bid.
- **5.11 ENCLOSURES:** The tenderer should submit the following attested documents along with the Part I technical bid without fail.
 - 1). The tenderer should furnish the authenticated copies of purchase orders (or) invoices for previous experience record for having supplied a minimum of 50% of the tendered quantity (or) more of similar type of Printed Laminated Film Roll to any of the reputed Companies / Firms / Co-operatives in Tamil Nadu or outside Tamil Nadu in the past three years.
 - **2).** The tenderer should furnish the authenticated performance certificates, obtained within three years, from their clients for the supply of similar type of Printed Laminated Film Roll.
 - **3).** The tenderer should furnish the Photostat copies of valid GST Registration, PAN Card, Factory Registration (or) Incorporation (or) VAT / CST (or) any such registration certificates along with the tender.
 - **4).** The tenderer should furnish the valid certificate of Food Grade compliance (Overall Migration Certificate) for their material, recently obtained from the competent authority should be submitted along with the Part-I Technical Bid.
 - **5).** (i) Structure and Organization with details of Technical and Personnel etc. Annexure A
 - (ii) Financial Capability Statement Annexure B
 - (iii) Details of Abandonment of work Litigation / debarring done - Annexure - C
 - (iv) Affidavit Annexure D
 - (v) Credit Facilities Bank Certificate Annexure E

5.12 Tenderers not meeting one or all the Tender Clauses of the Prequalification Criteria will not be considered for opening of Commercial Bid.

5.13. VALIDITY OF PRICE:

- a). The tender offer shall be kept for acceptance for a period of 180 days from the date of opening of Part-I Technical bid. The offers with lower validity period are liable for rejection.
- b). Further the tenderer shall agree to extend the validity of the bids without altering the substance and prices of their bid for further period, if any required by Federation (i.e) The Price Bid shall be valid for a period of at least 90 days (Ninety Days) from the date, notified for opening of Price Bid.

5.14. DEVIATION:

- a). The offers of the tenderers with deviations on technical / commercial terms of the tender will be rejected.
- b). No alternate offer will be accepted.
- **5.15** Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
 - a). Made misleading or false representations in the forms, statements and attachments submitted as proof for the qualification requirements. and/or
 - b). Record of poor performance such as abandoning the contract, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or
 - c). Participated in the previous bidding on such contract and had quoted unreasonably high bid prices and could not furnish apt rational justifications.

6. TENDER EVALUATION CRITERIA

- The tenders will be evaluated strictly as per the Tamilnadu Transparency in Tenders Act 1998 and the Tamilnadu Transparency in Tenders Rule 2000. The tender offers received will be examined to determine whether they are in complete shape, all required data have been furnished, properly signed and generally in order and confirms to all the terms and conditions of the specification without any deviation. For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving the evaluation price.
- **6.2** The quoted price will be corrected to arithmetical errors. In case of discrepancy between the price quoted in words and figures, lower of the two shall be considered.
- 6.3 (a). As the commodity is so vital in nature, the tender accepting authority wish to have more than one supplier such that the lowest evaluated price quoted tenderer will be placed 70% of the total quantity and the second lowest price quoted tenderer will be placed for rest of the quantity, on accepting for the first lowest offerer's (L1) price.
 - (b). In the event that two (or) more tenderers have quoted the same lowest offer, the final Lowest Tenderer shall be identified by asking the tenderers who have quoted the same lowest offer will be asked to provide their best and final offer and the tenderer offering the most advantageous final offer at this stage shall be adjudged the lowest tenderer (or) by taking into account the aggregate experience score of each such tenderer from the request for qualification stage and the tenderer with higher score will be adjudged the lowest tenderer.
- 6.4 The evaluation shall include States Goods and Services Tax, Central Goods and Services Tax, Integrated Goods and Services Tax and all central duties such as customs duty as a part of the price, as detailed below:
 - i). In evaluation of the price of an imported item, the price has to be determined inclusive of the customs duty.
 - ii). In evaluation of the price of articles which are subject to States Goods and Services Tax, Central Goods and Services Tax, Integrated Goods and Services Tax, the price has to be determined with such States Goods and Services Tax, Central Goods and Services Tax, Integrated Goods and Services Tax.
- **6.5** The percentage of GST shall be indicated in the offer.

6.6 DEVIATION:

- **6.6.1** The offers of the tenderers with deviations in commercial terms of the tender document are liable for rejection.
- **6.6.2** No alternate offers will be accepted.

7. POST AWARD SUPPLY - TERMS AND CONDITIONS:

- 7.1 In the usage of particular consignment, if any portion of the consignment not conforming to the specifications, such items are liable for rejection. The supplier will be informed about the rejection of the consignment within 7 days from the date of inspection.
- 7.2 The supplier shall make his own arrangements to clear such rejected consignments within seven days from the date of receipt of intimation at their own cost. The Federation shall not be responsible for any loss and/or deterioration of quality of such rejected consignment not cleared in time by the supplier.

8. DETAILS OF THE ONE YEAR REQUIREMENT OF PRINTED LAMINATED FILM ROLL FOR THE FOLLOWING PRODUCTS

SI. No.	Product Description	Annual Requirement (In Kgs.)
1.	Chocobar Candy Film	6,000
2.	Choco Feast Candy Film	1,500
3.	Orange Candy Film	800
4.	Grape Candy Film	800
5.	Strawberry Candy Film	600
6.	Mango Candy Film	1,500
7.	Mango Duet Candy Film	1,500
	Total	12,700

9. - TECHNICAL SPECIFICATIONS



THE TAMILNADU CO-OP. MILK PRODUCERS' FEDN. LTD. SPECIFICATIONS

PRINTED LAMINATED FILM ROLL FOR CHOCOBAR & VARIOUS CANDY ITEMS

A. Material Descriptions:

Made out of food grade 12 mic. PET Laminated with 45 mic. White Opaque food grade poly.

B. Printing:

As per "Aavin" art work. Print matters should be sharp and there should not be any smudging / spreading of print matters.

C. Dimension:

Coil Width : 180 mm ± 2 mm
 Repeat Length : 200 mm ± 2 mm
 Laminate Thickness : 57 micron ± 5%

4. Sealing Strength : 2.0 Kg.

5. Heat Resistance : 140° C to 150° C

D. Rejection conditions:

- 1. When the material does not meet the above acceptable quality standards, it will be rejected in the Tender / Quotation / Supply.
- 2. When the Food Grade / COA / Overall Migration / MSDS Certificate is not produced at the time of Tender / Quotation supply, the material will be rejected.

E. Cylinder Cost:

- 1. The initial cost of cylinders shall be borne by the tenderer.
- 2. The tenderer shall provide additional 6 cylinders at free of cost during the contract period for changes in design if any.

TWO PART OPEN TENDER (CHECK LIST)

Purchase of 12,700 Kgs. \pm 25% of Printed Laminated Film Roll for packing Chocobar and various varieties of Candy Ice Creams to meet out One Year Requirement to Products Dairy, Ambattur.

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

1	Whether the prescribed EMD amount Rs.35,000/- (Rupees Thirty Five Thousand only) remitted or not. If e-tendering, the DD for the EMD amount should be dropped in the tender box before the closure time of tender submission.	Yes : No
	a) If yes, whether D.D. attached with the Open Tender offer - Part-I Tech. Bidb) D.D.No.Dt. Bank	Yes : No
2	Whether the samples have been submitted along with the Open tender offer. If the tender is submitted through e-tendering, then the samples should be submitted to the Dy. General Manager (Engg.), JMD's Office, Ambattur, Chennai – 600 098 before the closure time of the tender submission.	Yes : No
3	Whether details of Past supply enclosed	Yes : No
4	If so, whether necessary supportive documents such as copies of purchase order enclosed	Yes : No
5	Whether the authenticated performance certificates furnished	Yes : No
6	Whether all the Annexures (A to E) furnished.	Yes : No
7	Whether Photostat copies of valid GST Registration, PAN Card, Incorporation (or) Factory Registration (or) VAT/CST Registration certificate attached.	Yes : No
8	Whether the last three financial years P & L statement with certificate of Chartered Accountant with his membership No. attached along with part-I tender documents or not.	Yes : No
9	Whether the authenticated copy of corrigendum along with the technical bid document furnished.	Yes : No
10	Whether the price schedule of the commercial bid Part-II Open tender duly filled-up in figures and words.	Yes : No
11	Whether all the pages of the Open tender documents – Part-I (Technical Bid) and Part-II (Commercial Bid) have been duly signed with sealed by the authorized signatory.	Yes : No
12	Whether the two covers have been wax sealed duly superscribed with "Open Tender for the Purchase of 12,700 Kgs. \pm 25% of Printed Laminated Film Roll for packing Chocobar and various varieties of Candy Ice Creams to meet out One Year Requirement to Products Dairy, Ambattur tendered for Part-I Technical Bid" and "Open Tender for the Purchase of 12,700 Kgs. \pm 25% of Printed Laminated Film Roll for packing Chocobar and various varieties of Candy Ice Creams to meet out One Year Requirement to Products Dairy, Ambattur tendered for Part-II Commercial Bid".	Yes : No
13	Whether these two sealed covers for Part-I Technical Bid and Part-II Commercial Bid, Put in a larger cover, duly superscribed, addressed to The Joint Managing Director, TCMPF LTD., Ambattur, Chennai – 600 098 and wax sealed at appropriate places.	Yes : No

ANNEXURE - A STRUCTURE AND ORGANISATION

1	Name of the Applicant	:	
2	Status	:	
	Individual contractor	:	
	Sole Proprietary Firm	:	
	Firm in Partnership	:	
	Private Limited Company	:	
	Public Limited Company	:	
	Co-operative Institution		
3	Head Office/Registered office address with phone / Telex / Fax Number	:	
4	Regional Office address with Phone / Telex / Fax Number	:	
5	Local office (if any) address with Phone / Telex / Fax Number	:	
6	Field of activity of the Applicant as per deed of Partnership / Memorandum of Association / Articles of associates should be specified.)	:	
7	Country and year of incorporation	:	
8	Main line of Business	:	
9	Name, position, status, capacity etc, of the Key personnel/ directors of the company (Attach organization chart showing the structure of the company / firm)	:	
10	Name, capacity and address of the signatory who has Signed the Qualification Application. Attested copy of authorization issued (either by power of attorney or as per articles of Partnership Deed / Memorandum of Association) in favour of the signatory to sign the qualification Application price Tender/ Agreement should be appended.	:	

ANNEXURE - B FINANCIAL CAPABILITY

(Please Annex charted accountant certified and attested copies)

1	Name and address of the Applicant	:			
2	Income Tax Permanent Account No. C.I. H. No.	:			
3	G.S.T. Registration No.	:			
4	Annual turnover as per audited statement of account duly certified by the Chartered Accountant during the preceding Three years (Attach attested copy of balance sheets)	•	TAX YEAR	Figures	Words
		:	2018-19		
		:	2019-20		
		:	2020-21		
5	Financial Position	:			
	I. Cash in hand	:			
	II. Cash in Bank	:			
	III. Current Assets	:			
	IV. Current Liabilities	:			
	V. Working Capital	:			
	VI. Net worth	:			
6	Outstanding value of works already committed and in progress and time left for completion. (Details for each work to be furnished separately)	:			

7	Amount available in capital Account	:			
	I. Paid up share capital of (Partners or Share holders)	:			
	II. Called up and subscribed share capital	:			
	III. Reserves under capital account	:			
	IV. Surplus under capital account	:			
8	Net profit before tax during the proceeding three years	:	TAX YEAR	Figures	Words
		:	2018-19		
		:	2019-20		
		:	2020-21		
9	Applicant's financial arrangements.	:			
	(a) Own resources	:			
	(b) Bank credits/ Over Draft	:			
	(c) Other source (Specify the source)	:			

SIGNATURE OF THE TENDERER WITH SEAL

ANNEXURE - C

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 – D AFFIDAVIT

(To be furnished in a Hundred Rupees Non-Judicial Stamp Paper duly Certified by Notary Public)

- 1). I/We the undersigned solemnly declare that all the statements made in the documents, records etc., attached with this application are true and correct to the best of my/our knowledge.
- 2). I/We the undersigned do hereby certify that neither my/our firm/company nor any of it's constituent partners have abandoned any work/works of similar nature and magnitude in India, during the Last Three years.
- **3).** I/We the undersigned do hereby certify that any of the contracts awarded to me/us has not been terminated rescinded, due to breach of contract on my/our part, during the last Three Years.
- 4). I/We the undersigned authorize (s) and request any bank / person / firm / corporation / Government Departments to furnish pertinent information deemed necessary and requested by the Joint Managing Director, TCMPF Ltd., JMD's Office, No: 29 & 30, SIDCO Industrial Estate, Ambattur, Chennai 600 098 to verify the statement made by me/us or to assess my/our competence and general reputation.
- 5). I/We the undersigned, understand(s) that further qualifying information / clarifications on the statement made by me / us may be requested by the Joint Managing Director, TCMPF Ltd., JMD's Office, No: 29 & 30, SIDCO Industrial Estate, Ambattur, Chennai 600 098 and agree(s) to furnish such information/clarification within SEVEN Days from the date of receipt of such request from the Joint Managing Director, TCMPF Ltd., JMD's Office, No: 29 & 30, Industrial Estate, Ambattur, Chennai 600 098.

Dated Signature of Applicant with Seal:

: 26:

To be signed by the officer authorized by the Firm/Company to sign on behalf, the Firm/Company with company's seal)

Note: In case of sole proprietary concern, affidavit should be signed only by the sole proprietor.

(Title of the Officer)

(Title of the firm/Company)

(Date)

(Signature of the Notary Public)

ANNEXURE - E

SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES

BANK CERTIFICATE

This is to certify that M/s is a reputed company
with a good financial standing.
If the contract for the work, namely, is
awarded to the above firm, we shall be able to provide overdraft/credit
facilities to the extent of Rs to meet their working capital
requirements for executing the above contract.
Signature of Senior Bank Manager
Name of the senior Bank Manager
Address of the Bank
Stamp of the Bank

Note: Certificate should be on the letter head of the bank.



TWO PART OPEN TENDER FOR THE PURCHASE OF 12,700 KGS. ± 25% OF PRINTED LAMINATED FILM ROLL FOR PACKING CHOCOBAR AND VARIOUS VARIETIES OF CANDY ICE CREAMS TO MEET OUT ONE YEAR REQUIREMENT TO PRODUCTS DAIRY, AMBATTUR

PART-II COMMERCIAL BID

The Tamilnadu Co-operative

Milk Producers' Federation Ltd.,

Chennai-600 098

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SI. No.	Details	Page No.
1	DESCRIPTION	1
2	PRICE-QUOTE SCHEDULE	2

1. PART-II - COMMERCIAL BID

QUALIFICATION:

The Commercial offers of those tenderers who qualify themselves for being considered for "The Purchase of 12,700 Kgs. ± 25% of Printed Laminated Film Roll for packing Chocobar and various varieties of Candy Ice Creams to meet out One Year Requirement to Products Dairy, Ambattur" by fulfilling the entire terms and conditions as laid in Part-I Technical Bid of this tender, will be considered for the finalization of the tender.

Other commercial offers not qualifying as above will be rejected outright.

Purchase of 12,700 Kgs. ± 25% of Printed Laminated Film Roll for packing Chocobar and various varieties of Candy Ice Creams to meet out One Year Requirement to Products Dairy, Ambattur

PRICE QUOTE SCHEDULE

SI. No.	Details	Rate (In Rs.)
	Basic Price Per Kg. including Packing	
1	& Forwarding, Freight Charges,	
	Unloading Charges, etc.	
	GST @% Per Kg.	
2	(% to be indicated)	
3	Total Per Kg.	

(This figures should be expressed in words also and any over writing should be attested)

WITNESS:

1.

2.

Signature of the Tenderer

Date and seal of the firm