



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

E-Open Tender Document for

“Renovation of Effluent Treatment Plant(ETP) and for operation and maintenance of  
ETP for 3 years at Ambattur Dairy”

Open Tender Reference No: 3587/JMDO/Engg/2023

The Tamilnadu Cooperative  
Milk Producers' Federation Ltd  
Chennai 600 098

**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](mailto:dgmpurchase@gmail.com)

Website for online bid submission  
<https://tntenders.gov.in>

### TENDER INFORMATION

1. Name and address of the Purchaser	<b>The Dy. General Manager (Engg.), The Joint Managing Director's Office, Tamilnadu Cooperative Milk Producers' Federation Ltd.,</b> Plot No.29 & 30, SIDCO Industrial Estate, Ambattur, Chennai – 600 098. Telephone No: 044-23464528/29/30/31/32 E-Mail - <a href="mailto:dgmpurchase@gmail.com">dgmpurchase@gmail.com</a>
2. Name and address of the User	<b>The Dy. General Manager (Dg.), Ambattur Dairy, TCMPF Limited,</b> Plot No.29 & 30, SIDCO Industrial Estate, Ambattur, Chennai – 600 098.
3. Name of the Item / Work	e-bid open tender for the renovation of Effluent Treatment Plant(ETP) and for proper operation and maintenance for 3 years at Ambattur Dairy
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. Open Tender Reference Number	3587/JMDO/Engg/2023
6. Tender Estimated Value	Rs.139.05 Lakhs
7. Earnest Money Deposit (EMD)	Rs.1,39,000/-
8. URL for online bid submission for e-tender	<a href="https://tntenders.gov.in">https://tntenders.gov.in</a>
9. Cost of Tender Document	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: 06.10.2023 to 20.10.2023 Up to 3.00 P.M.
11. Date & Time of Pre-Bid meeting	Date: 10.10.2023 Time: 11.00 A.M.
12. Date & Time of Closing of e-Submission of Technical Bid and Financial Bid	Date: 20.10.2023 Time: 3.00 P.M.
13. Date & Time of opening of Part I Technical Bid of e-Tender	Date: 20.10.2023 Time: 3.30 P.M.
14. 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.

<p><b>15.</b> Place of Pre-Bid meeting &amp; Part I Technical Bid and Part II Financial Bid opening</p>	<p>The Joint Managing Director's Office, Tamilnadu Cooperative Milk Producers' Federation Ltd., Plot No.29 &amp; 30, SIDCO Industrial Estate, Ambattur, Chennai – 600 098. Telephone No: 044-23464528/29/30/31/32</p>
<p><b>16.</b> Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal. The link for which is</p>	<p><a href="https://tntenders.gov.in/nicgep/app?page=HelpForContractors&amp;service=page">https://tntenders.gov.in/nicgep/app?page=HelpForContractors&amp;service=page</a></p>
<p><b>17.</b> Bidders Manual Kit. The link for which is</p>	<p><a href="https://tntenders.gov.in/nicgep/app?page=BiddersManualKit&amp;service=page">https://tntenders.gov.in/nicgep/app?page=BiddersManualKit&amp;service=page</a></p>

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## **1.0 INSTRUCTIONS TO THE TENDERERS**

### **1.1. PREAMBLE OF E-TENDER:-**

1.1.1. The [Dy. General Manager \(Engg.\), JMD's Office, TCM PF Ltd.](#) invites Bids by way of E-Submission only from reputed firms on behalf of the [Dy. General Manager \(Dg.\), Ambattur Dairy, TCM PF Ltd.](#), to submit e-Tender for the e-bid open tender for the renovation of Effluent Treatment Plant(ETP) and for proper operation and maintenance for 3 years at Ambattur Dairy.

1.1.2. 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.

### **1.2. INSTRUCTION TO BIDDERS:-**

1.2.1. 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 Open Tender. Failure to furnish all required information in every aspect will be at their risk and may result in the rejection of their bid.

**1.2.1. THE BIDDERS WHO DO NOT FULFIL THE "PRE-QUALIFICATION CRITERIA"AS PER CLAUSE 3.0. NEED NOT PARTICIPATE IN THE TENDER. OFFERS NOT SATISFYING THIS "PRE-QUALIFICATION CRITERIA" WILL NOT BE CONSIDERED AND WILL BE SUMMARILY REJECTED.**

### **1.3. MODE OF SUBMISSION:**

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

1.3.1.1. Part A – Technical Bid

1.3.1.2. Part B – Financial Bid

### **1.4. LANGUAGE OF THE E-TENDER:-**

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

- 1.5. 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.
- 1.6. Kindly go through the check-slip given and ensure whether all the asked documents are enclosed.
- 1.7. The Bidder has to digitally/manually sign and upload the required bid documents copy one by one as indicated in the open tender document.
- 1.8. 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.
- 1.9. 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.
- 1.10. Detailed evaluation will be done only on the basis of the Documents / Records / Evidences / Certificates produced by the Applicant in the Technical Bid.
- 1.11. 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.
- 1.12. 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.

## **2.0 GENERAL TERMS & CONDITIONS**

2.1. THE TWO PART OPEN TENDER for the renovation of Effluent Treatment Plant(ETP) and for proper operation and maintenance for 3 years at Ambattur Dairy 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 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.

### **2.2. SITE INSPECTION:**

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

**2.3.** The open tender forms are not transferable or assignable.

**2.4.** The tenderers must be a [Manufacturer/Supplier/Dealer](#) of the item tendered for.

**2.5.** 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.

**2.6. EARNEST MONEY DEPOSIT**

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

Sl. No.	Name of Item	EMD amount
1	Renovation of Effluent Treatment Plant(ETP) for proper operation and maintenance for 3 years at Ambattur Dairy	Rs.1,39,000/- (Rupees one lakh thirty nine thousand only)

2.6.2. Online payment gateway has been enabled for Tamilnadu Cooperative Milk Producers’ Federation Limited, Chennai in eProcurement Portal <https://tntenders.gov.in>. The EMD amount should be paid only through online payment mode in e-tender portal of <https://tntenders.gov.in>.

2.6.3. The EMD will not carry any interest.

2.6.4. 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

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

**2.6.6. Online payment mode (EMD):**

2.6.6.1. 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:

2.6.6.1.1. 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.



2.6.6.1.2. 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.**

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

2.6.6.3. 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.

**2.6.7. 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.

**2.6.8. Tenders not accompanied with Online Payment towards the prescribed EMD.**

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

**2.8. COST OF BIDDING**

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

## **2.9. SUBMISSION OF e-TENDER**

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

### **2.9.1. General Instructions for Two Part E-Tender:**

- 2.9.1.1. 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.
- 2.9.1.2. Both the Technical and Financial Bids should be submitted in Online Portal <https://tntenders.gov.in>.
- 2.9.1.3. In Technical Bid – Documents listed in the **Tender Clause No.2.9.2** shall be uploaded.
- 2.9.1.4. In Financial Bid – The firm rates alone are to be quoted in the Financial Bid - BOQ (Excel Format) and to be uploaded online.

### **2.9.2. Details to be Uploaded in the Technical Bid:**

- 2.9.2.1. Details of E-Remittance towards EMD Amount.
- 2.9.2.2. Documentary evidence for [Manufacturer/Supplier/Dealer](#) of tendered item as per Tender Clause No.3.1.
- 2.9.2.3. Copies of work orders / supply orders within a period of 3 years from the date of tender opening in respect of tendered items as per Tender Clause No. 3.3.
- 2.9.2.4. Copies of Satisfactory supply Completion Certificate / Performance Certificate (indicating the period of supply) for which Work Order / Supply order furnished as per 3.3 within a period of 3 years from the date of tender opening as per Tender Clause No.3.4.
- 2.9.2.5. Documentary evidence for minimum experience of 3 Years in the manufacturing of tendered items as per Tender Clause No.3.5.
- 2.9.2.6. Documentary evidence for average annual sales turn-over for the last three financial years (2019-20, 2020-21 & 2021-22) as per Tender Clause No.3.6.
- 2.9.2.7. Digitally signed tender documents or authenticated tender documents.

2.9.2.8. The following Supporting Documents, including the Annexures / Amendments are to be uploaded duly signed and sealed in each and every page.

2.9.2.8.1. Profile of the Bidding Organization as per Annexure-I.

2.9.2.8.2. Financial Capability as per Annexure-II

2.9.2.8.3. Declaration Form as per Annexure-III

2.9.2.8.4. Certificate of Conformity as per Annexure-IV

2.9.2.8.5. AFFIDAVIT as per Annexure-V

2.9.2.8.6. BANK CERTIFICATE as per Annexure-VI

2.9.2.8.7. Bidder's Experience Details as per Annexure-VII

2.9.2.8.8. Details of Abandonment of work Litigation / debarring done as per Annexure - VIII

2.9.2.8.9. Any other documents wherever insisted in the tender document.

**2.9.3. Details to be Uploaded in Financial Bid:**

2.9.3.1. All rates shall be quoted in the format provided and no other format is acceptable. If the Financial Bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

2.9.3.2. This financial bid will be opened only if the bidder is qualified to execute the tender as per technical bid.

**2.10. SIGNING OF BIDS:**

2.10.1. The signatory of the tender should indicate his/their status in which he/they have signed and submit necessary documentary proof admissible in law in respect of such authority assigned to him/them by the firm.

2.10.2. If the Qualification application is made by a FIRM in partnership, it shall be signed by all the partners of the firm with their full names and current address or by a partner authorized by the firm (either as per Articles of the Deed of Partnership / by power of attorney) - for signing in Tenders, Agreements etc. In which case, certified copy of the registered deed of Partnership along with the current address of all the partners and a certified photocopy of the Registered Power of Attorney issued in favour of the Signatory, should be produced.

2.10.3. If the Qualification Application is made by a Limited Company or a Limited Corporation, it shall be signed by a duly authorized person holding the Power of attorney for signing the application, in which case, the certified copy of the power of attorney shall accompany the qualification application. Such limited company or corporation shall also furnish satisfactory evidence of its' existence along with the Qualification schedule

### **2.11. MODIFICATIONS/CLARIFICATIONS TO TENDER DOCUMENTS:**

2.11.1. At any time after the issue of the tender documents and before the opening of the tender, TCM PF 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.

2.11.2. 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, TCM PF will clarify the same.

2.11.3. The responses to the clarification will also be notified on <https://tntenders.gov.in> without indicating the source of query.

2.11.4. TCM PF at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.

2.11.5. All the Bidders must periodically browse website <https://tntenders.gov.in> till the closing date of this Tender for any amendments or corrigendum issued in connection with this Tender. TCM PF 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.

### **2.12. WITHDRAWAL OF BIDS**

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

### **2.13. OPENING OF e-TENDER**

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

2.13.1.1. 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.), Joint Managing Director's Office, TCM PF Ltd., Plot No.29 & 30, SIDCO Industrial Estate, Ambattur, Chennai – 600 098, through eProcurement Portal

<https://tntenders.gov.in> in the presence of bidder's authorized representative who may wish to be present on the date of opening.

2.13.1.2. 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.

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

2.13.1.4. 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.

### **2.13.2. Opening of the Financial Bids: (Part - II)**

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

### **2.14. 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

#### **2.14.1. Technical Bid Evaluation:**

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

2.14.1.1. Payment of EMD in accordance with Tender Clause No.2.7.

2.14.1.2. Furnishing the tender document, Annexures, Amendments if any and any other document wherever insisted in the tender document duly signed.

2.14.1.3. Compliance with the Pre-Qualification Criteria indicated in Tender Clause no. 3.0

2.14.1.4. Compliance with Technical specifications of tendered items as per tender Clause 7.0

2.14.1.5. 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

2.14.1.6. 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.

### **2.14.2. Financial Bid Evaluation**

2.14.2.1. For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving the evaluation price.

2.14.2.2. The evaluation of offer will be computed by taking into account Supply and Job Work put together.

2.14.2.3. The evaluation for L1 shall be on total end price of all items.

### **2.15. REJECTION OF TENDERS**

#### **2.15.1. Tender will be SUMMARILY rejected if**

2.15.1.1. The EMD requirements are not complied with as specified in Tender Clause 2.0.

2.15.1.2. Bid Pre-Qualification Criteria as specified in Tender Clause 3.0 are not complied with.

2.15.1.3. If the documents furnished with the offer is found to be bogus or the documents contains any false particulars.

#### **2.15.2. Tender is LIABLE to be rejected, if it is:**

2.15.2.1. Not covering the entire scope of supply.

2.15.2.2. Not in conformity with TCMPF's tender terms and Technical Specifications.

2.15.2.3. Not properly signed by the bidder.

2.15.2.4. From any black listed Firm or Contractor.

2.15.2.5. Received by Telex / Telegram / E-Mail / fax.

2.15.2.6. Not containing all required particulars as per Annexures I to VIII.

2.15.2.7. Offer submitted without GSTIN and PAN is liable for rejection.

## **2.16. 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.

## **2.17. SECURITY DEPOSIT:**

**2.17.1.** 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 1 year from the date of execution of the contract for the above security amount value. The EMD already paid along with tender shall be adjusted against SD to be paid by the successful bidder.

**2.17.2.** No exemption will be given from payment of Security deposit under any circumstances as per TTTT Act and the same should be remitted by above means. Any other form of remittance will not be accepted. The Security Deposit shall be released after due and satisfactory fulfillment of the contract.

**2.17.3.** No interest shall be paid on the Security Deposit.

## **2.18. AGREEMENT :**

2.18.1. 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.

2.18.2. If the contractor fails to execute the contract satisfactorily at the tendered rate, the security deposit will be forfeited by TCMPF.

2.18.3. 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.

- 2.19.** 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.

**2.20. QUANTITY REQUIREMENTS, DELIVERY AND PENALTY:**

- 2.20.1. 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.
- 2.20.2. In case of failure or delay in the part of tenderer for supply of material/incomplete work due to any reason which affect the prime purpose of the open tender, the alternate supply will be arranged and the difference in cost over and above the tender approved rate shall be recovered.
- 2.20.4. 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.
- 2.20.5. 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.

**2.21. VIOLATION OF CONTRACT:**

- 2.21.1.** Notwithstanding 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.



**2.21.2.** 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.

**2.21.3.** 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.

**2.21.4.** 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.

**2.21.5.** 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.

**2.22. WARRANTY:**

A warranty certificate shall be furnished on the workmanship, parts and performance of the Effluent Treatment Plant(ETP) for a period of 18 months from the date of supply or 12 months from the date of satisfactory commissioning whichever is later. If any defects are noticed in the materials during the warranty period, the same should be rectified at site at free of cost and charges.

**2.23. LEGAL JURISDICTION:**

**2.23.1. 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.

**2.23.2. LEGAL JURISDICTION**

In case, if either party to the tender is aggrieved by the award of the Arbitrator so appointed as per tender clause 2.22.1., or otherwise they can appeal to court. The Deputy Registrar (Dairying), Thiruvallur Court shall have Jurisdiction to entertain such disputes.

## **2.24. PAYMENT TERMS:**

### **2.24.1. SUPPLY OF MATERIAL/WORK:**

- a). 60% of basic price + taxes and other charges shall be released on receipt of the Supply of materials/work required for the renovation of Effluent Treatment Plant(ETP) in good condition without any damage at site.
- b). The remaining 40% payment shall be released after the erection and satisfactory commissioning of the Effluent Treatment Plant(ETP) at site.

**(OR)**

If the site is not ready due to unavoidable circumstances for carrying out the erection and commissioning of the equipments within 3 months period, then the balance 20% payment on supply will be considered for release on submission of irrevocable Bank Guarantee for a value equal to 20% of supply order value, for one year and extendable for another one more year with an agreement on a non-judicial stamp paper to a value of Rs.100/- (Rupees hundred only) for execution of project subsequently without altering the erection and commissioning charges.

### **2.24.2. ERECTION AND COMMISSIONING OF EQUIPMENTS:**

- a). 60% of the erection and commissioning charges shall be released on satisfactory completion of the erection and commissioning of the Effluent Treatment Plant (ETP) and 100% of the Operation & Maintenance Charges shall be released on satisfactory completion of the year.
- b). Balance 40% of erection and commissioning charges shall be released after 15 days consequent run with full capacity/designed capacity of the Effluent Treatment Plant(ETP). The period of 3 months satisfactory performance of the Effluent Treatment Plant(ETP) is required for making 40% payment for erection and commissioning charges.

## **2.25. 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.

## **2.26. 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.

### 3.0 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, antecedents, past performance etc. The conditions are:-

- 3.1. The tenderer should be manufacturer/supplier/dealer.
- 3.2. The tenderer should have previous experience in having supplied materials and work related to Effluent Treatment Plant(ETP) in India either to any cooperative institution or reputed dairies / firms.
- 3.3. The tenderer should have supplied materials and commissioned work related to Effluent Treatment Plant(ETP) as per Technical Specification for which tender called for, and enclose copies of purchase/work order.
- 3.4. The performance report for above such supply and commissioning work related to Effluent Treatment Plant(ETP) as per Technical Specification from the reputed purchaser shall be enclosed in the technical bid part – I. The performance certificate received from purchaser / client should be of **within a period of 3 years**.
- 3.5. The Tenderer should have minimum experience of 3 years in the manufacturing/supplying. Copies of Registration of firms with list of activities/Sales tax registration certificate etc. should be enclosed as supporting document.
- 3.6. If the tenderer is an authorized dealer / supplier of a manufacturer, the tenderer shall furnish the authorization letter from the manufacturer for supply of material/work related to Effluent Treatment Plant(ETP) as the case it may be.
- 3.7. If the tenderer is an authorized dealer / supplier for ETP Works as the case, it may be, then the experience of the manufacturer for supply of material/work related to Effluent Treatment Plant(ETP) and their performance shall be taken for evaluation of technical bids, even if the supply has been made either by the manufacturer directly or through other agencies.

- 3.8. The tenderer should have necessary infrastructural facilities such as capacity, man-power, bank statement, suitability and eligibility for supply of material and erection and commissioning of work related to Effluent Treatment Plant(ETP) (OR) In case if the tenderer is a supplier then furnish authorization certificate from the manufacturers and their infrastructure facility details as mentioned above.
- 3.9. **FINANCIAL:** The tenderer shall have ***average annual sales turn-over for the last three financial years equal to the tender estimated value or above and minimum annual sales turn-over in each of the last three financial years shall not be less than 50% of the tender estimated value.***
- 3.10. The tenderer should submit the Photostat Copy of Valid GST Registration Certificate.
- 3.11. The tenderer should furnish the Photostat copy of the PAN Card.
- 3.12. 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.
- 3.13. Tenderers not meeting one or all the Tender Clauses of the Pre-qualification Criteria will not be considered for opening of Commercial Bid.

**3.14. VALIDITY OF PRICE :**

- 3.14.1. 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.
- 3.14.2. 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.

**3.14. DEVIATION:**

- 3.14.1. The offers of the tenderers with deviations on technical / commercial terms of the tender will be rejected.
- 3.14.2. No alternate offer will be accepted.
- 3.14.3. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- 3.14.4. Made misleading or false representations in the forms, statements and attachments submitted as proof for the qualification requirements. and/or
- 3.14.5. 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
- 3.14.6. Participated in the previous bidding on such contract and had quoted unreasonably high bid prices and could not furnish apt rational justifications.

## **4.0 TENDER EVALUATION CRITERIA**

- 4.1. 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.
- 4.2. 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.
- 4.3. 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:-
- 4.3.1. In evaluation of the price of an imported item, the price has to be determined inclusive of the customs duty.
- 4.3.2. 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.
- 4.4. The percentage of GST shall be indicated in the offer.

### **4.5. DEVIATION:**

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

## 5.0 – TECHNICAL SPECIFICATIONS

### NAME OF WORK: RENOVATION OF ETP

S. No.	Name of the Equipment	Work Description	Qty.	Size	Volume in Litres	Specification
1.	Equalization tank	Cleaning of scum	1 Lot	15m x 3m x 4m(H)	1,50,000	Scum to be removed for 15m x 3m x 0.06m(H)
		Providing sufficient coarse bubble air diffusers for equalization tank and 4 Nos. of collection walls	1 Lot			6" Dia. B Class GI Pipe: 12 mtrs. Length, 3" Dia. B Class GI Pipe: 24 mtrs. Length, 1/2" Dia. SS 304 Grade pipe of thickness 1.65mm: 120 mtrs. Length and fabricating with suitable flanges, bend, valves, etc. Providing 17 Nos. of coarse bubble diffusers of length 2 mtrs. each for equalization tank and grid well III. Then providing coarse bubble diffusers of length 1.5 mtrs. each of quantity 10 Nos. for gridwell I, II and collection well.
2.	Aeration tank 1	Removing of old gear box with fan unit	1 Lot	14.4 x 14.4 x 2.59m	5,00,000	Removing of old gear box with fan unit from aeration tank I and dispose in scrap yard.
		Providing sufficient fine bubble air diffusers.	1 Lot			6" Dia. B Class GI Pipe: 18 mtrs. 3" Dia. B Class GI Pipe: 84 mtrs. Length and fabricating with suitable flanges, bend, valves, etc. Providing 50 Nos. of fine bubble diffusers of length 2 mtrs. each for Aeration Tank I.

S. No.	Name of the Equipment	Work Description	Qty.	Size	Volume in Litres	Specification
3.	Clarifier-1	Removing of damaged unit	1 Lot	6.4m (Dia.) x 2.5m (Depth)	70,000	Removing of damaged gear box unit.
		Supply, installation and commissioning of new clarifier mechanism with connecting pipe lines by utilizing the existing MS bridge.	1 Lot			Clarifier mechanism to be serviced by providing necessary MS L-angle, pipes and fittings, feed well drum to be renovated. The pipe lines and sludge pump of capacity 5 HP shall be newly provided for circulating the biomass settled at the bottom to the aeration tank and draining to sludge drying bed. Servicing and fixing of agitator gear box and motor. Also servicing of 7.5 HP existing sludge pump.
4.	UASB Digester	Removing of scum deposition inside the digester.	1 Lot	11.5m x 6m(Height)	7,00,000	Removing of scum in the top side of the digester.
		Repairing and replacing of damaged gutters in the topside	1 Lot			Sludge/solid separator MS-FRP trays shall be changed to 5mm thickness, water outlet MS-FRP channels shall be replaced to 5mm thickness. Gas Outlet Pipes to be replaced with new pipe of 2.5" Dia. GI B Class, Gas holder tank weight lifting arrangement to be provided. Hand rail shall be fabricated by available SS Pipe of size 1.5" Dia. across the diameter of digester tank. Strengthening of existing staircase by providing 3/4" MS L-angle.
		Replacing of damaged gas pipe lines, strengthening and painting of staircase and supports.	1 Lot			
5.	Sand Filter	Removing of old materials inside the filter	1 Lot	2m(Dia.) x 2.4m (Depth)	7,500	Removing of old materials inside the filter.
		Painting of inner and outer portions	1 Lot			Painting of inner and outer portions.
		Replacing of new filter materials.	1 Lot			Replacing of new filter materials.



<b>S. No.</b>	<b>Name of the Equipment</b>	<b>Work Description</b>	<b>Qty.</b>	<b>Size</b>	<b>Volume in Litres</b>	<b>Specification</b>
6.	Carbon Filter	Removing of old materials inside the filter	1 Lot	2m(Dia.) x 1.6m (Depth)	5,000	Removing of old materials inside the filter.
		Painting of inner and outer portions.	1 Lot			Painting of inner and outer portions.
		Replacing of new filter materials	1 Lot			Replacing of new filter materials.
7.	Sludge drying bed-8 Nos.	Removing of old materials inside the bed	1 Lot	8m x 4m x 1.2m	35,000 Litres x 6 Nos.	Removing of old materials and cleaning of 8 Nos. of sludge drying bed.
		Replacing of filter materials	1 Lot			Refilling the existing material by adding required additional new filling material.
8.	Dissolved Air Floatation Unit(DAF)	Supply, installation and commissioning of DAF Unit with structure and frames for the capacity of 8 LLPD.	1 No.			Supply, installation and commissioning of Dissolved Air Floatation (DAF) Unit with structure and frames for the capacity of 8 LLPD, inlet flow rate 40 m <sup>3</sup> / hr, Operating temperature 80°C, Water source: Dairy effluent, Automatic control module, Efficiency: 90% fat removal, Air Blower: 5.5 KW – 2 Nos., Raw effluent pump: 7.5 HP, 45 m <sup>3</sup> / hr, self printing, non clog, with suitable coarse bubble diffusers, pipings, fittings, valves and electrical panel.
9.	Final treated water distribution lines	Supplying and fixing of 2.5 inch dia. and 10 Kg/cm <sup>2</sup> PVC Pipe line for 2500 mtrs. with necessary valves and fittings.	1 Lot			Supplying and fixing of 2.5 inch Dia. and 10 Kg/cm <sup>2</sup> PVC Pipe line for 2500 mtrs. with necessary valves and fittings for distribution of treated water inside the dairy campus.
		Fixing of 2 feet below the ground level and providing 1.5 inch pipe with valves of 150 Nos. for distributing	1 Lot			Fixing at 2 feet below the ground level and providing 1.5 inch pipe with valves of 150 Nos. for distributing water.

S. No.	Name of the Equipment	water. Work Description	Qty.	Size	Volume in Litres	Specification
10.	Operation and maintenance for 3 years period on 3 shift basis.	Supplying of 2 man power for each shift (one technical person and one non-technical person) and 1 No. of non-technical person on general shift. Total manpower is 7 Nos. per day.				

**NAME OF WORK: SPECIAL REPAIR OF CIVIL WORKS FOR STRENGTHENING OF EXISTING EFFLUENT TREATMENT PLANT OF AMBATTUR DAIRY, AMBATTUR**

DETAILED ESTIMATE CUM ASBTRACT								
Sl. No.	Description of work	No.	Length	Breadth	Depth	Content	Rate Rs. P.	Amount Rs. P.
1.	<b>Dismantling the existing damaged RCC portion</b> etc. complete and the debris remove from site as directed by the Federation Officers and as per standard specification.							
	<b>Pre aeration tank cantilever</b>	1	x	1	15.00	0.90	0.08	1.08
	<b>Dryer bed alround</b>	1	x	1	136.00	0.23	0.20	6.26
	<b>Add extra</b>							0.16
						<b>Cum</b>	<b>7.50</b>	<b>6380.00</b>
2.	<b>Dismantling the existing damaged brick wall portion</b> etc. complete and the debris remove from site as directed by the Federation Officers and as per standard specification.							
	<b>Oil skimmer alround wall</b>	1	x	1	13.20	0.60	0.23	1.80
	<b>Pre aeration tank</b>	1	x	1	36.00	0.60	0.23	4.97
	<b>Add extra</b>							0.11
						<b>Cum</b>	<b>6.90</b>	<b>283.14</b>
3.	Supply, erecting steel centering using MS Sheet of size 90 x 60 cm and BG 10 gauge stiffened and welded with M.S. angle of size 25 x 25 x 3mm laid over silver oak/country wood joist of size 10 x 6.5cm spaced at about 90 cm centre to centre and supported by casaurina props of 10 to 13cm dia. spaced at 75cm centre for centre for all type of RCC sl.							
	<b>Raw effluent well</b>	1	x	1	12.80		0.90	23.04
	<b>Add extra</b>							0.96
						<b>Cum</b>	<b>24.00</b>	<b>1062.97</b>
								<b>25,511.00</b>

Sl. No.	Description of work	No.	Length	Breadth	Depth	Content	Rate Rs. P.	Amount Rs. P.
4.	<b>Supply, fabricating and placing in position of reinforcement grills</b> for all RCC works including cost of steel rods, binding wire, labour for bending, cutting and tying etc., complete as directed by the Federation Officers.							
	<b>Concrete qty</b>	1	x	1	5.50	80	/Kg.	440.00
								56.00
	<b>Add extra</b>							0.00
						Kg.	496.00	91.94
								45,602.00
5.	<b>RCC Cement Concrete 1:1/2:3</b> using 20mm size hard granite broken stones for foundation including de-watering, if found necessary and laid in layers of not more than 15mm thick for flooring including rendering the top surface rough to take floor finish etc. and including side shuttering, if required and compaction, curing etc. complete as directed by the Federation Officers and as per standard specification.							
	<b>Raw effluent well</b>	1	x	1	12.80	0.45	0.90	5.18
	<b>Add extra</b>							0.32
							Cum	5.50
								8161.53
								44,888.00
6.	<b>Brick work in cement mortar 1:5</b> using record class ground moulded chamber burnt bricks of size 9" x 4.5 x 3" to line, level and to plumb on one face including necessary scaffolding racking out joints, curing etc. complete as directed by the Federation Officers and as per standard specification.							
	<b>Oil Skimmer around wall</b>	1	x	1	18.20	0.90	0.23	2.73
	<b>Pre aeration work</b>	1	x	1	36.00	0.60	0.23	4.97
	<b>Dryer bed around</b>	1	x	1	136.00	0.23	0.46	14.39
	<b>Add extra</b>							0.17
							Cum	22.26
								6,783.20
								1,50,994.00
7.	Flooring with ceramic lines of size 305 x 305 x 6mm laid over 20							
	<b>Oil Skimmer around wall</b>	1	x	1	18.20	0.30		3.96
	<b>Pre aeration work</b>	1	x	1	36.00	0.30		10.80
	<b>Add extra</b>							5.24
							Cum	20.00
								1,044.90
								20,898.00
8.	<b>Plastering with Cement Mortar 1:3 20mm thick</b> in all floors including scaffolding neatly, finishing, curing etc. complete complying with standard specification and as directed by the departmental Officers.							
	<b>Oil Skimmer around wall</b>	1	x	1	18.20		1.43	18.88
	<b>Pre aeration work</b>	1	x	1	36.00		2.23	80.28
	<b>Sludge dryer bed</b>	1	x	1	136.00		0.69	93.84

	<b>Add extra</b>						<b>10.00</b>		
						<b>Sqm</b>	<b>203.00</b>	<b>570.45</b>	<b>1,15,801.00</b>

<b>Sl. No.</b>	<b>Description of work</b>	<b>No.</b>	<b>Length</b>	<b>Breadth</b>	<b>Depth</b>	<b>Content</b>	<b>Rate Rs. P.</b>	<b>Amount Rs. P.</b>	
<b>9.</b>	<b>Supply and painting with 2 coats of plastic emulsion paint</b> of approved quality and colour over priming coat etc. completed as directed by the Federation Officers and as per standard specifications.								
	<b>Same as plastering</b>					<b>Sqm</b>	<b>203.00</b>	<b>249.16</b>	<b>50,577.00</b>
						<b>Sub Total</b>		<b>5,04,075.00</b>	
						<b>Provision for GST @ 18%</b>		<b>90,734.00</b>	
						<b>LWF @ 1%</b>		<b>5,041.00</b>	
						<b>Unforeseen items</b>	<b>LS</b>	<b>160.00</b>	
						<b>Net Total</b>		<b>6,00,000.00</b>	

### **SCOPE OF WORK FOR ENGINEERING ACTIVITIES:**

1. The supplying of equipments and spares should be as per technical specifications and it should match with the existing equipments and ensure proper operation.
2. The connected pipe lines for effluent water transformation should be provided by UPVC material.
3. SS bolt and nuts with suitable washers shall be provided in all joints.
4. The pipe lines should be provided with proper supports and clampings.
5. The anti-corrosive painting should carried out at all MS Pipes and structures.
6. The air diffusers must be provided in such a way for easy removal and fixing whenever needed.
7. The damaged gutters and other parts should be replaced or rectified in the digester unit.
8. The gas conveying pipe lines, gas storage tank and gas fixing unit should be put into operation by providing respective accessories.
9. The gas conveying pipe line in top of digester should be provided by 3" HDPE material.
10. The water quality should meet the standard after each process.
11. The electrical incoming supply provision is under the scope of contractor.
12. The renovated equipments should be commissioned by achieving the standard parameters and the performance should be ensured.

### **SCOPE OF WORK FOR OPERATION AND MAINTENANCE FOR 3 YEARS:**

1. Operation of the entire Effluent Treatment Plant, sand and carbon filter attached with ETP should be done on all days for 3 shifts by providing 4 non-technical helpers and 3 Nos. of Technical Operator per day.
2. Sample of raw and treated effluent should be taken every day tested and results should be submitted.
3. All the parameters of the treated effluent should be maintained within the limits stipulated by the Pollution Control Board.
4. All the lab and process chemicals required for the operation of the plant will be provided by the Federation.
5. The PH Value of the treated outlet water must be between 6.5 to 8.5.
6. B.O.D. must be less than 30 mg/l and C.O.D. must be less than 250 mg/l. The suspended solids must be less than 100 mg/l, TDS-2100 mg/l Chloride – 1000 mg/l, sulphate – 1000 mg/l and the Oil and Grease must be less than 10 mg/l. If not maintained suitable penalty as decided by the Joint Managing Director will be imposed.
7. All the routine maintenance works to maintain the operation of the plant should be carried out by the tenderer. This includes the required spares, consumables, cow dung, etc. will be supplied by contractor. Major breakdown works such as failure of motor, gearbox, switchgears will be carried out by the Federation.
8. The area around ETP as specified and defined by the Joint Managing Director shall be maintained by the contractor and shall furnished with greenery in order to have a pleasant look as well as to absorb the bad odour of effluent. For maintaining greenery area in and around ETP, required like crow bar, PVC, Hose, sickle and mud tigger should be purchased and used by the successful tenderer at his own cost.
9. The successful tenderer should remove the scum/silt/sand/oil & grease from the fat storage tanks on daily basis and no overflow/accumulation should be noticed.
10. The successful tenderer should remove the scum, oil & grease from the Bar Screen, Sump, Holding Tank and Buffer Tank every shift. If, it is more, it should be cleared immediately. For its removal, required items like buckets and ropes should be purchased and used by the successful tenderer.
11. The drying bed sludge, from the dried portion of the bed should be removed every month and disposed at the place specified by the union. If it is needed, it should be filled with sand. The sand will be supplied by the Federation.

12. The outlet collection tank and treated water sump must be cleared manually, emptying every three months once. The side walls, algae and dirt should be removed thoroughly regularly, so that collection tank looks clean.
13. The equalization tanks should be cleaned twice in a year.
14. Algae formation on the walls of the aerators, in the clarifiers and in the 'V' notch should be cleaned on every day.
15. The entire quantity of raw effluent generated from Ambattur Dairy and Product Dairy should be treated properly as per the norms of Tamil Nadu Pollution Control Board failing which suitable penalty will be imposed.
16. The raw effluent water should not be let out anywhere inside the dairy or outside of the Dairy. If found, the successful tenderer alone is responsible for the discharge and all the legal obligations and statutory dues. Besides suitable penalty will be imposed and the amount will be recovered from the bill of the successful tenderer.
17. The work should be carried out on all days throughout the year.
18. The successful tenderer should ensure that his workers abide the instructions given by the DGM(Prodn.)/AGM(Engg.) or Dy. Manager(Engg.) of this Dairy from time to time.
19. The successful tenderer should compulsorily maintain a wage register in Form No.XVII showing that the minimum wages are paid to his workers as per the "Minimum Wages Act". The wage register should be produced as and when demanded for verification.
20. The union shall have no control over the employees of the contractor. It is for the contractor engages the employees of his choice and the union is concerned only with the quality of the work.
21. The successful tenderer shall be responsible for the discipline of the persons engaged by him for the execution of the work in this Dairy.
22. The successful tenderer should provide Uniform (or) Over coat (or) Apron with cap to his employees with the name or emblem of the company, failing which it will be supplied by the Federation and the cost will be recovered from the successful tenderer.
23. All the workers should be provided with the Identity card with colour photo, name, date of birth, local and permanent address of his workers and the superior. Failing which, it will be supplied by the Federation and the cost will be recovered from the successful tenderer.
24. The successful tenderer should remit EPF payable to the concerned department as per rules in force in respect of his workers. In case of any short fall or default made by the contractor in statutory payment is noticed, the same will be recovered from the contractor's bill and remitted to the concerned departments.

25. The successful tenderer alone shall be responsible for discharge of all the legal obligation & under labour legislation statutory dues in force for the persons engaged for him. In case, by chance the Federation has to shoulder any liability arising out of any statutory provisions, legal obligations, the successful tenderer shall make good the loss in that regard to the Federation.
26. The successful tenderer shall be responsible to the TCMPF Limited for any loss or damaged arising out of theft pilferage, larceny, mischief, looting etc., due to the involvement and or negligence of his workers and he shall make good any such loss or damage to the union and such loss are liable for deduction from the bills, deposits etc., of the successful tenderer.
27. The successful tenderer shall indemnify and keep harmless the TCMPF Limited, from any claim by employee/workers employed/engaged by him for the purpose raised under Workman's Compensation Act., or others enactments of such nature in force.
28. It shall be incumbent upon the successful tenderer to register himself with the appropriate authorities under the Contract Labour(Regulation & Abolition) Act, 1970.
29. In respect of the successful tenderer liability under the Labour Laws or any other laws, if the Federation incurs any loss, or expenditure, the same will be recovered/deducted from the successful tenderer.
30. The successful tenderer alone is the sole employer and it is his responsibility for the discipline of his persons and to extract work from his employees conforming to the stipulations in this tender document. For any commission and omission on the part of his employees, the successful tenderer alone is liable and the latter shall pay damages to the Federation for any damage loss caused to the Federation by his employees.
31. In case of any accident involving the employees of the successful tenderer, the compensation and the penal consequences under the relevant act shall be borne entirely by the successful tenderer.
32. The employees are engaged by the successful tenderer under no circumstances could be considered for appointment in the union on the ground that they have worked as a contract labourer.
33. No labourer of the successful tenderer shall be supplied any eatables from the Dairy Canteen at subsidized rates applicable to workers/staff of the Federation.
34. The successful tenderer has to start and execute the work, from the present condition of the plant in as in where condition.

**ANNEXURE-I**

**PROFILE OF THE BIDDING ORGANISATION**

The Bidder shall furnish the following details without fail:

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

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

**Signature of the Bidder with office seal**

Place:

Date:



**ANNEXURE-II**

**FINANCIAL CAPABILITY**

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

S. No.	Financial Years	Sales / Revenue Turnover in Lakh (Rs)
1.	2019-20	
2.	2020-21	
3.	2021-22	
	Total	

Average annual Sales/Revenue turnover - Rs. \_\_\_\_\_ Lakh

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

**Signature of the Bidder with office seal**

Place:  
Date:

**ANNEXURE-III**

**DECLARATION FORM**

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

To  
The 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 Open Tender.

Tender Ref. No.: [3587/JMDO/Engg/2023](#)

Name of Tender / Work / Item : Renovation of Effluent Treatment Plant(ETP) and for  
operation and maintenance of ETP for 3 years  
at Ambattur Dairy

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We, the undersigned, declare that:

1. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents including all documents like detailed technical specification, annexure(s), etc ,
2. I/we agree to abide by all the detailed specifications, terms and conditions stipulated by the TCMPF which I/we have read and understood.
3. I/we certify that I/we have fully read and understood the instruction to bidders for online bid submission given by TCMPF, and any lapse to properly submit the bids result in rejection of the bid submitted.
4. I/we certify that the tender is offered without any alteration / addition / omission.
5. The corrigendum(s) issued from time to time by your department/ organisation too has also been taken into consideration, while submitting this declaration form
6. I/ we certify that all the conditions of the tender are accepted.
7. I/we agree that the 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.
8. 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.

9. I/we certify that I/we are responsible for the uploading of correct copies of scanned documents as per the e-tender procedure of TCMPF.
10. I/we understand that any error in doing so my / our tender may be summarily rejected by TCMPF.
11. I/We hereby agree to hold the tender offer valid for acceptance for a period of 180 days from the date of opening of Part – I – Technical bid
12. In the event of failure on my / our part to comply with all the requirements mentioned in this tender document I / we unconditionally agree that the department is at its liberty to reject my/our tender including the forfeiture of the full said earnest money deposit absolutely.
- 13. I/We unconditionally agreed to pay penalty amount equivalent to Earnest Money Deposit/Security Deposit or an amount equal to the actual loss incurred by the TCMPF Limited whichever is less in the event of non-fulfilment or non-observance of any of the conditions stipulated in this tender.**

**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**  
**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 its 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:

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)

The above named deponent has understood the contents well and solemnly and sincerely declared and affirmed by the deponent in my presence at.....and signed before me on this day of .....

(Seal).

(Signature of the Notary Public)

**ANNEXURE – VI**  
**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.

**ANNEXURE – VII**

**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	Work/Supply Order No. & Date	Qty.	Value of order in Rs. Lakh	Performance Certificate obtained on
1.						
2.						
3.						
4.						

Signature of the Bidder with office seal

Place:  
Date:



**Annexure – VIII**

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

## ANNEXURE – IX

### 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.

SL. NO.	ITEM DESCRIPTION	QTY.	Units	Basic Price per Kg./Metres/ Nos./ Set/Lot/Job including Packing & Forwarding, Freight Charges if any, to be entered by the Bidder Rs. P	GST on the Basic Price (Col. 5) to be entered by the Bidder (Col. 5 X GST %) Rs. P	Total Amount without Taxes per Kg./Metres/ Nos./ Set/Lot/ Job	Total Amount with Taxes per Kg./Metres/ Nos./ Set/Lot/ Job	Total Amount In Words per per Kg./Metres/ Nos./ Set/Lot/ Job	
1	2	3	4	5	6	7	8	9	
	←			RATE SHOULD BE QUOTED IN PRICE BID IN ONLINE					→

- 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 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 seal**

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
<b>I. TECHNICAL BID</b>		
1.	Whether details of E-Remittance towards EMD Amount is uploaded.	Yes/No
2.	Whether documentary evidence for manufacturer/supplier/dealer of tendered item as per tender clause 3.1 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 as per Tender Clause No. 3.3 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 3.3 within a period of 3 years from the date of tender opening as per Tender Clause No. 3.4 are uploaded.	Yes/No
5.	Whether documentary evidence for minimum experience of 3 Years in the manufacturing/supplying of tendered items as per tender clause 3.5 are uploaded	Yes/No
6.	Whether documentary evidence for average annual sales turn-over for the last three financial years (2019-20, 2020-21 & 2021-22) are uploaded as per tender clause 3.9 are uploaded	Yes/No
7.	Whether the tender documents are Digitally signed/authenticated and uploaded	Yes/No
8.	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). AFFIDAVIT as per Annexure-V	Yes/No
	f). BANK CERTIFICATE as per Annexure-VI	Yes/No
	g). Bidder's Experience Details as per Annexure-VII	Yes/No
	h). Details of Abandonment of work Litigation / debarring done as per Annexure – VIII	Yes/No
	i). Any other documents wherever insisted in the tender document.	Yes/No
<b>II. FINANCIAL BID</b>		
9.	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.

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

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

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

### **REGISTRATION:-**

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

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search operations built in the <https://tntenders.gov.in> to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organisation Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search

parameters such as Organization Name, Form of Contract, Location, Date, Other key words etc to search for a tender published on the CPP portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender documents.

3) The bidder should make a note of the unique Tender ID assigned to each tender in case they want to obtain any clarification/help from the Helpdesk

### **PREPARATION OF BIDS:**

1) Bidder should take in to account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which bids documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should keep ready the bid documents to be submitted as indicated in the tender document /schedule and generally they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as part of every bid, a provision of uploading such standard documents (e.g PAN card copy, annual reports, auditor certificates etc) has been provided to the bidders .Bidders can use "MySpace" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS:**

1) Bidder should log in to the site well in advance for bid submission so that they can upload the bid in time i.e on or before the bid submission time. Bidder will be solely responsible for any delay due to other issues.

- 2) The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “online” to pay the tender fee/EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document.
- 5) Bidder is requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the Financial Bid is a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders.

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

- 6) The server time (which is displayed on the bidder’s dashboard) will be considered as a standard time for referencing the deadline for submission of the bids by the bidders, opening of bids etc.,. The bidder should follow this during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement for the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **ASSISTANCE TO BIDDERS**

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

## **SYSTEM REQUIREMENT:**

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

To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level.

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

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