



NAME OF WORK	:	Operation and Maintenance of Pouch Filling Machine for Ambattur Dairy for 12 months for the year 2022-2023 Tender value:166.22 Lakh
TENDER NOTICE REFERENCE	:	324/DGM(P)/AD/Z5/2022

PART - I

TECHNICAL

BID

THE TAMILNADU CO-OPERATIVE MILK PRODUCERS' FEDERATION LIMITED::
AMBATTUR DAIRY:: CHENNAI-98

Tender document issued to M/s._____

Cost of Tender document remitted under receipt No.

_____date _____

(Or)

Tender downloaded from website on

at free of cost

Deputy General Manager (Production)

TECHNICAL BID – CHECK LIST

PREAMBLE OF TENDER:-

TCMPF LTD invites Bids from eligible bidders on behalf of Ambattur Dairy by two cover system for the Operation and Maintenance of Pouch Filling Machine for Ambattur Dairy for 12 months for the year 2022-2023.

BIDDER TO FILL IN THE CHECK LIST GIVEN BELOW:

(State YES / NO for each item)

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

The tender is offered for:

Item No.	Name of the work	EMD amount	Yes/No
1.	Operation and Maintenance of Pouch Filling Machine for Ambattur Dairy	Rs.1,00,000/-(Rs One Lakh and only)	Yes / No
2.	If so, whether D.D. is attached with the Tender offer - Part I / Tech. Bid		Yes / No
3.	If so, Details of D.D. No. date, Bank on which drawn etc. may be furnished D.D. No(s)..... Dated..... For Rs..... Drawn on (Bank)..... Branchin favour of 'The TCMPF LTD, Chennai' payable at Chennai		Yes/No
4.	If EMD exemption is sought for, whether necessary documentary proof/evidence such as EM Part – II as per MSMED Act 2006 for SSI Certificate enclosed in the technical bid.		Yes / No
5.	Whether details of infrastructural facilities such as equipment/man-power/financial statement details etc., are enclosed.		Yes/No
6.	Whether details of past experience (i.e.) Purchase order copy(s) for same capacity or above for Operation and Maintenance of pouch filling machine		Yes/No
7.	Whether satisfactory performance certificate from client(s) for the similar type or same capacity or above for Operation and Maintenance of Pouch Filling Machine for Ambattur Dairy with features mentioned in the technical specification tendered are enclosed		Yes/No
8.	If so, whether necessary supportive documents such as attested copies of Supply Order / Work order, delivery challans, Excise Gate pass, EPF,ESI etc., enclosed.		Yes / No

9.	Whether copies of attested VAT / CST/GST certificates enclosed	Yes / No
10.	Whether copy of attested PAN card enclosed	Yes / No
11.	Whether the Minutes of Pre-Bid meeting duly signed and sealed has been enclosed along with Technical Bid Part-I	Yes/No
12.	Whether all the pages in the tender documents – Part I (Tech. Bid) and Part II (Commercial Bid) have been duly signed by authorized signatory	Yes / No
13.	Whether the Commercial bid is filled in detail in the prescribed format for break-up, equipment-wise and for abstract	Yes/No
14.	Whether these two sealed covers for Part - I “Technical Bid” and Part II – “Commercial Bid” – put in a larger cover duly super scribed, addressed and Wax sealed at appropriate places.	Yes/No

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

Important Note: Bidders must ensure that all the required documents indicated in the tender document are submitted without fail. Bids received without supporting documents for the various requirements mentioned in the tender document are liable to be rejected at the initial stage itself.

Signature of the Tenderer

2. TWO PART TENDER APPLICATION

TECHNICAL (PRE-QUALIFICATION) BID & COMMERCIAL BID APPLICATION

From
M/s.

To
The Joint Managing Director,
T.C.M.P.F. Limited.,
29 & 30 Industrial Estate,
Ambattur, Chennai-600 098.

Sir,

Sub: Two Part tender – for Operation and Maintenance of Pouch Filling Machine for Ambattur Dairy for 12 months for the year 2022-2023–
Submission of Documents – Regarding.

Having examined the two part tender documents consisting of Part I technical bid pertaining to pre-qualification 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 the capacity ofduly authorized to submit this two part tender offer.

Necessary evidence admissible in law 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.

I/We understand that the Managing Director, TCMPF LTD, Chennai - 35 reserves the right to reject any tender offer fully or partly without assigning any reasons thereof.

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.

I/We understand that the tender on acceptance will be valid for a period of 12 (Twelve) months and extendable upto 3 months on the same rate, terms and conditions from the date of execution of the agreement.

Signature of the Applicant
Including title capacity

(NAME IN BLOCK LETTERS)

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.

3. INSTRUCTIONS TO THE BIDDERS

This two part tender document consists of Part I – Technical Bid for Pre-Qualifying
Part II – Commercial bid for price-quote schedule.

Read all the terms and conditions of the two part tender before to start filling up.

- 3.1. The bidders are to submit the **original set** of the two-part tender (both Part – I – Technical Bid and Part II Commercial Bid) duly filled in, attach necessary documents and are advised to retain the duplicate set of documents for records.
- 3.2. The part I – Technical Bid for Pre qualification consisting of pages 5 to 26 and the Part II – Commercial bid for price-quote schedule consisting of pages 27 should be submitted in two different covers duly super scribed as “Tender for the Operation and Maintenance of Pouch Filling Machine for Ambattur Dairy and again put both the sealed technical bid cover and commercial bid cover in a larger wax sealed cover duly super scribed as for Operation and Maintenance of Pouch Filling Machine for Ambattur Dairy . And addressed to “The Joint Managing Director, TCMPT LTD, 29&30 Industrial Estate, Ambattur , Chennai – 98 ” either in person or by post to reach on or before the time and date specified. Tenders received after the specified date and time shall be summarily rejected.
- 3.3. The bidder shall submit tenders in person or by post or courier
 - 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.
- 3.4. 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 to the extent of 25% (Twenty-five percent) either way of the requirements.
- 3.5. Go through the check slip given and ensure compliance of the terms and conditions.**
- 3.6. The bidder is specifically informed that all the pages in both 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.
- 3.7. 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.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

- 3.8. 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.
- 3.9. 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.
- 3.10. The bidder who are downloading the document from the web site are instructed to check the web site for corrigendum after the date of pre-bid meeting, for any amendments (pre-bid – minutes) (if any issued) They are instructed to down load the above amendments and enclose it along with the technical bid document duly authenticating while submitting without fail. Failure to submit the pre-bid minutes will lead to rejection of the tender offer.**
- 3.11. The bidder shall provide Raw material test certificates (pipes, cables & valves), Manufacturer Test Certificates and arrange to provide instrument for identification of material to confirm as per technical specification during the inspection.
- 3.12. Detailed evaluation done based on the Documents / Records / Evidences / Certificates produced by the Applicant in the Technical Bid.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

This Two Part tender form contains the schedules as indicated below:

i) a. Cost of tender document	Rs.1180/- inclusive of all tax. Rs.100/-extra by post. Tender documents can also be downloaded from the under mentioned designated website at free of cost.
b. Website for downloading the tender c. Website for e-submission of tender	www.tenders.tn.gov.in and aavinmilk.com www.tntenders.gov.in
ii. a. Date of Pre-bid meeting	13.04.2022 at 11.30 AM
b. Place of Pre-bid meeting	O/o The Joint Managing Director The T.C.M.P.F.Limited, Plot No.29 & 30 Industrial Estate, Ambattur, Chennai - 600 098
iii. Last date and time for submission of the Two Part Tender both Technical bid and Commercial bid	21.04.2022 at 3.00 P.M
iv. Date and time of opening of Part-1 Technical bid	21.04.2022 at 03.30 P.M.
v. Place of opening of Part1 Technical bid	O/o The Joint Managing Director The T.C.M.P.F.Limited, Plot No.29 & 30 Industrial Estate, Ambattur, Chennai - 600 098
vi. Date of opening of Part-II Commercial bid.	Commercial bid will be normally Opened within 60 days from the date of opening of Part I- Technical bid on the date & time convenient to the Tender Inviting Authority and those who are qualified in the part I Technical bid of the tender will, only be intimated to participate in the opening of part II commercial bid. The date and time of opening will be intimated to the eligible tenderers.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

4. GENERAL TERMS & CONDITIONS

4.1 Limited Tender under sealed offers for Technical Bid (Prequalification) & Commercial Bid (item rate tenders) are invited by the Joint Managing Director, TCMPF LTD for the Operation and Maintenance of Pouch Filling Machine for Ambattur dairy.

The bidder should have Experience for Operation and Maintenance of Pouch Filling Machine in any dairy .

1. The bidder should have experienced similar type of works for one year in any dairy or any govt departments or co-operative organisation.

Similar work means:

Operation and Maintenance of Pouch Filling Machine in a dairy at milk packing dairy for one year in any dairy departments or any govt departments or co-operative organization.

2. The performance report for the above supply from the reputed firm 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. A copy of the purchase order for which the performance certificate is furnished should be submitted.
- 4.2 PART I TECHNICAL BID, wherein the pre-qualification, based on various factors such as similar supply, capacity etc., suitability and eligibility of the bidder will be evaluated, considered and decided prior to opening of commercial Bids under PART II of the tender.
- 4.3. THE PART I technical bid shall be opened on 21.04.2022 03:30 PM in the presence of the bidders or their authorized representative who opt to be present during the opening.
- 4.4 The PART II Commercial Bid of the bidders who do not satisfy any/all the terms and conditions specifically so mentioned under PART I technical, shall not be considered and shall not be opened as non responsive.
- 4.5 PART II Commercial Bid, wherein the rates tendered by those who qualify for and are selected as per the terms and conditions prescribed in PART I TECHNICAL BID only will be considered and decided for the award of the Operation and maintenance of pouch filling machine
- 4.6 The Part II commercial bids shall normally be opened within 60 days from the date of opening of the Part I pre-qualification / technical bid in the presence of bidders or their authorized representatives who opt to be present. The date of such opening of commercial bid will be informed separately to those who qualify in the PART I technical bid.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

- 4.7 The bidder is specifically informed that all the pages in both 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.
- 4.8 The tenderer should have Employees Provident Fund & Employees State Insurance registration certificates.
- 4.9. The tenderer should have Permanent Account No.
- 4.10. The tenderer should have GST Registration certificate.
- 4.11 The tender forms are not transferable or assignable.
- 4.12 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. If the tender opening day is declared as a holiday, the tenders shall be received and opened immediately on the next working day at the same time and place.
- 4.13 The successful tenderer shall be responsible for the discharge of all legal obligations under various labour legislations in force.
- 4.14. In the event of escalation in cost due to reasons of daily wages by the District Collector or any revised tax payable or increase in cost of vegetables or any items / materials during the period of the contract, the successful tenderer should alone bear such escalation and the successful tenderer shall not claim any additional amount for such escalation.
- 4.15. The variation in the service tax/GST/or any other tax levied by the Government shall be effected on the end price to the benefit of either the tenderer or the Federation as the case may be.
- 4.16. A tenderer may submit a modified tender before the last date for receipt of tender provided that where more than one tender is submitted by the same tenderer the lowest eligible financial tender shall be considered for evaluation.
- 4.17. No tenderer shall be allowed to withdraw the tenders after submitting the tender
- 4.18. In case the tenderer engaged workers from other states, it is the liability of the contractor to obtain necessary migration certificate from the authorities of the state concerned as per rules in force and a copy of it should be provided to this office.

5. E.M.D. PAYABLE:

5.1.Tender must be accompanied with the prescribed amount of EMD along with tender,
if e-tender, the EMD should be dropped in the tender box before closure time.

5.2.EMD Payable is as detailed below:-

Noted and agreed to the above

SIGNATURE OF THE TENDERER

Item No.	Name of equipment	Qty.	EMD amount
1)	Operation and Maintenance of Pouch Filling Machine for Ambattur Dairy units		Rs.1,00,000/-(Rs One lakhs only)

5.3. The EMD amount to be drawn by means of the Demand Draft only from any Indian Nationalized Bank or Scheduled Bank drawn in favour of “ The TCMPF LTD, Chennai – 98”.

IT SHALL BE ENCLOSED WITH THE PART I TECHNICAL BID ONLY. No other form of remittance shall be accepted.

5.4. Any bidder claiming exemption from the payment of EMD should enclose necessary valid documentary proof for SSI registration in the form of entrepreneur’s memorandum (EM) No. Part-I and part-II as per new system and its 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.

5.5. Tenders not accompanied with demand draft towards the prescribed EMD or the relevant documentary proof for the exemption thereon shall be summarily rejected.

5.6. The EMD remitted by the bidder shall be forfeited in full.

- 1.If the bidder submit fresh offer / revises offer in case of any omission subsequently after opening.
- 2.If withdraws his tender or backs at before the expiry of validity period or after acceptance.
- 3.If revises any of the terms quoted during validity period.

5.7. The successful tenderer alone is the sole employer and it is his/her responsibility to extract work from his/her employees conforming to the stipulations in this tender document. For any commission or omission on the part of his/her employees, the successful tenderer alone is liable and shall pay damages to the Federation for any damage / loss caused to the Federation by his/her employees.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

- 5.8. There will be no employer- employee relationship between the employees of the successful tenderer and the Federation.
- 5.9. The successful tenderer alone is liable for implementation of all the Labour Laws applicable to his/her employees.
- 5.10. In case, by chance, the Federation has to shoulder any liability arising out of any statutory provisions, the successful tenderer shall make good the loss in that regard to the Federation.
- 5.11. In case of any accident involving the employees of the successful tenderer, the compensation and the penal consequences under the relevant Act shall be borne entirely by the successful tenderer. If the Federation has to incur any expenditure in that regard, the same shall be reimbursed by the successful tenderer.

6. MODIFICATION AND WITHDRAWAL OF BIDS

- 6.1. No Bidder shall be allowed to withdraw the tenders after submitting the tender.
- 6.2. A Bidder may submit a modified Tender before the last date for receipt of tender. Provided that where more than one Tender is submitted by the same Bidder, the lowest eligible financial tender shall be considered for evaluation.
- 6.3. Each bidder's modification notice shall be prepared, sealed, marked and delivered with the outer and inner envelopes additionally marked MODIFICATION as appropriate.
- 6.4. No bid may be modified after the deadline for submission of Bids.
- 6.5. Bidders shall submit offers that comply with the requirements of the bidding documents, as indicated in the technical specifications. **"Alternatives will not be considered"**.

7. PAN/SALES TAX REGISTRATION/CLEARANCE CERTIFICATE:

- 7.1. Bidders shall furnish attested Photostat copies of valid G S T Registration Certificates along with the tender technical bid Part-I.
- 7.2 Bidders shall furnish attested Photostat copy of PAN Registration Certificates along with the tender technical bid Part-I.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

8. SECURITY DEPOSIT:

- 8.1. After evaluation and finalization of Part I Technical bids and Part II Commercial bids, successful tenderer shall furnish a Security deposit amount at 5% of the order value (including EMD) for 12 (Twelve) months, by means of demand draft or Bankers cheque drawn from any Nationalized/commercial Bank in favour of “The TCMPF Ltd., Chennai” payable at Chennai within 10 days from the date of receipt of work order. Failing which the successful tenderer will not be permitted to execute the work.
- 8.2. The Earnest Money Deposit already paid along with the tender shall be adjusted against security deposit to be paid by the successful tenderer.
- 8.3. No exemption will be given from payment of Security deposit by the successful tenderer under any circumstances as per TTTT Act and the same should be remitted by demand draft or Banker’s cheque only drawn from any Nationalised / Commercial Bank in favour of “The TCMPF Ltd., Chennai”. Bank guarantee or any other form of remittance will not be accepted.
- 8.4. The security deposit is liable to be adjusted against any loss or damage caused by the successful tenderer to the Federation by violation of the tender conditions.
- 8.5. The security deposit will be refunded only after the expiry of 6 months from the date of satisfactory completion of the contract and satisfactorily complying with the scope of work and the conditions thereof.
- 8.6. No interest shall be paid on the Earnest Money Deposit or Security Deposit.

9. AGREEMENT:

- 9.1. The successful tenderer should sign an agreement on a non judicial stamp paper to the value of Rs.100/- within 10 days from the date of receipt of work order. Non execution of the agreement within the stipulated date will lead to cancellation of work order and forfeiture of Security Deposit.
- 9.2. If the successful tenderer fails to execute the contract satisfactorily at the tendered rate, the security deposit will be forfeited by the Federation.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

- 9.3. If the Federation incurs any loss/ additional expenditure due to the negligence of the successful tenderer or by his/her workers in connection with the work during the period of contract or on extension period, the same shall be recovered together with all charges and expenses from the successful tenderer.
- 9.4. The losses or damages, if any caused by the successful tenderer or his/her employees to the property of the Federation; the cost as ascertained by the Federation will be recovered from the successful tenderer.
- 9.5. No increase in the rate will be allowed during the period of contract or on extension period under any circumstances.
- 9.6. The tenderer should offer his/her rate per 100 pouches for this work, taking into consideration inclusive of GST and other statutory dues.

10. PAYMENT TERMS:

PAYMENT TERMS FOR SUPPLY:

- 10.1 Performance of the work done by the Successful tenderer and his/her workers will be evaluated daily. Based on the fulfillment of the contractual obligations for 3 shifts, the monthly bill will be settled.
- 10.2 The successful tenderer shall submit necessary monthly bill in duplicate along with advance stamped receipt, performance report, copies of the EPF & ESI Challans with respect to wage register of the individuals for the previous month and monthly or quarterly GST remittance for making payments.
- 10.3 The actual quantity of despatch alone in the format known as CD 15 (i.e. acknowledged quantity by Marketing wing) only will be considered as production of the day for payment of the bill.
- 10.4 Applicable TDS under Income tax Act and GST Act will be deducted from the monthly bill of the successful tenderer and the same will be remitted to the Department concerned.
- 10.5 It is the liability of the successful tenderer to pay GST as per the rules in force.
- 10.6 The payment shall be made within 30 days from the date of receipt of the bills based on satisfactory performance of the work.

Noted and agreed to the above

SIGNATURE OF THE TENDERER

11 PENALTY:

- 11.1 If the bidder / Contractor fails in his due performance of the contract within the time fixed in the schedule accompanying the order or extension of time granted- (a) Liquidated damages will be levied at 1% per month for the number of days that the supply / work has been delayed.
- 11.2 The Liquidated Damages be imposed on the value of undelivered / delayed supply of materials / Machineries (Imported) instead of total value of contract, if the tender is for the supply, erection and commissioning of two or more number of Machineries (Imported) and where the materials / Machineries (Imported) can be put into use separately.
- 11.3 The Liquidated Damages be imposed on the total value of the contract for delayed supply / completion of material / work as per the milestone fixed in the tender (i.e.) turnkey job inclusive of Civil work, supply of Mechanical/Electrical item, erection etc., since the Machineries (Imported) partly supplied could not be put into operation and affect the functioning of system and its accessories as per plan. (b). The Liquidated Damages be imposed for the delayed supply
- 11.4 Time being the essence of contract no variation shall be permitted in the delivery time as prescribed in the delivery schedule. If the bidder fails to supply and execute the work in full or part of the order as per the delivery schedule, the TCMPF LTD shall reserve the right to cancel the order besides forfeiture of Security Deposit.
- 11.5 The variation in the statutory levies and taxes by State Government / Central Government shall be effected on the end price to the benefit of either the bidder or the TCMPF LTD as the case may be.
- 11.6 Notwithstanding anything contained in the tender schedule, no obligation rests on the TCMPF LTD to accept the lowest tender and the TCMPF LTD shall also have the right to accept or reject any or all the tenders fully or partly without assigning any reasons.
- 11.7 For violation of any of the terms and conditions of the contract, the TCMPF LTD reserves the right to terminate the contract, with or without notice as applicable.
- 11.8 If good milk packets are damaged in the conveyor due to negligence/shortage of man power by the successful tenderer, the actual value of milk sachet shall be recovered.

Noted and agreed the above

Signature of the Offerer

- 11.9 Performance Certificate has to be obtained from the Assistant General Manager (Quality Control), Deputy Manager (Dairy Engineering) and Shift Officers for general cleaning in the Prepac section, Cold room and loading dock daily. Rs.1000/- will be recovered for unsatisfactory upkeeping per day.
- 11.10 For pouring of milk sachets on the floor of cold rooms or in the loading dock floor or wastage or damage of milk packets in any manner, a fine of Rs.1000/- will be recovered per occasion.
- 11.11 Penalty at 5 times of the maximum retail price cost will be recovered from the bill of the successful tenderer if milk packet or milk product or any dairy materials is found with the worker of the successful tenderer at the Security gate while leaving from the duty. Such worker should be immediately terminated permanently.
- 11.12 Contractor has to obtain the signature from the Dairy officials for quantity of pouches produced production wastage as per M/C readings and segregation damage pouches then and there. The difference between the total pouches produced as per M/C reading including wastage reading and the dispatched sachet pouches will be considered as damages which should not exceed more than 1%. If loss exceeds more than 1% the loss occurred due to polyfilm and the actual cost of Milk will be deducted in Contractor bill.
- 11.13 On termination of contract, the Security Deposit is liable to be forfeited and any of the resultant loss will be recovered from the contractor.
- 11.14 If the bidder defaulted in any of the previous tenders to execute agreement or to pay Security Deposit or to supply ordered quantity either in part or full will not be eligible from participating in this tender. If the successful bidder 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 this subsequent tender for a period of 3 years.

Noted and agreed the above

Signature of the Offerer

12. VIOLATION OF CONTRACT

12.1. Not with-standing anything contained in the tender schedule, no obligation is cast on the Federation to accept the lowest tenderer and the Federation shall also have the right to accept or reject the tender, if the Tender Accepting Authority decides that the price quoted by the tenderer is higher than the prevailing market rate.

12.2. Time being the essence of this contract, no variation shall be permitted. If the successful tenderer fails to despatch and execute the work in full or part of the work as per the work order, the Federation reserves the right to cancel the order besides forfeiting the security deposit and the resultant loss.

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

12.4. For violation of any of the Terms and conditions of the contract, the Federation reserves the right to terminate the contract.

12.5.In the event of termination of contract, the Security Deposit will be forfeited and the resultant loss shall be recovered from the successful tenderer.

13. LEGAL JURISDICTION:

- a) The successful tenderer shall become an Associate Member of TCMPF Ltd. by paying the requisite fees under the Tamilnadu Co-operative Societies Act & Rules.
- b) If either party is in any way aggrieved, that party has the right to raise dispute by way of Arbitration under Section 90 of the Tamilnadu Co-operative Societies Act before the Deputy Registrar (Dairying)Thiruvallur whose decision shall be accepted as final.
- c) In case of dispute, the relevant court in Chennai alone will have jurisdiction.

Noted and agreed the above

Signature of the Offerer

14. PRE QUALIFICATION CRITERIA – TECHNICAL BID (PART-I)

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-

- 14.1 The bidder should have previous experience of one year in Operation and Maintenance of Pouch Filling Machine for any cooperative or any dairy in Tamilnadu dairy units.
- 14.2 The performance report for Operation and Maintenance of Pouch Filling Machine 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. A copy of the purchase order for which the performance certificate is furnished should be submitted.
- 14.3. Copies of Registration of firms with list of activities/Sales tax registration certificate etc. should be enclosed as supporting document.
- 14.4 The bidder should have necessary infrastructural facilities such as capacity, manpower, solvency, suitability and eligibility for Supply, erection and commissioning of the and its related accessories (OR) In case if the bidder is a supplier then furnish authorization certificate from the manufacturers and their infrastructure facility details as mentioned above.
- 14.5 The Firm should maintain the financial capacity of Rs.10 lakhs monthly transaction or cash balance should be maintained. (Should attach the Bank Statement).

ENCLOSURES: The bidder should submit the following documents **duly attested by Notary Public** along with the Part – I technical bid.

1. Purchase orders/Work orders as supportive documents to show the past supply having supplied to any of the reputed dairies / firm(s) /coop(s) in India.
2. Satisfactory performance certificate from client(s) for the above equipments tendered.
 - I. Photostat copies of valid GST Registration, PAN Certificates, ESI & EPF certificate.
 - II. Infrastructure facilities – Capacity of Firm / Supplier:-
 - II. Structure and Organization with details of Technical Personnel etc.
 - III. Financial Capability Statement
 - IV. Building, Plant and Equipments
 - V. Details of Abandonment of work Litigation / De barring done
 - VI. Credit Facilities – Bank Certificate & Bank balance, overdue facilities certificate etc., obtained from the bank.

Noted and agreed the above

Signature of the Offerer

15. VALIDITY OF PRICE TENDER:

- 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 bidder 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 the Federation.

16.DEVIATION:

- a) The offers of the bidders with deviations on technical / commercial terms of the tender will be rejected.
- b) No alternate offer will be accepted.
- c) Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
 - i. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - ii. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

Noted and agreed the above

Signature of the Offerer

Annexure – A STRUCTURE AND ORGANIZATION

1	Name of the Applicant	:	
2	Status	:	
	Individual contractor	:	
	Sole Proprietary Firm	:	
	Firm in Partnership	:	
	Private Limited Company	:	
	Public Limited d Company	:	
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 (Civil) Engineering Contractor / General Engineering Contractor / Electrical Items - Engineering Contractor etc, 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.	:	

Signature of the Offerer

Annexure – B FINANCIAL CAPABILITY
(Please Annex self-attested copies)

1	Name and address of the Applicant	:			
2	Income Tax Permanent Account No.C.I. H No.	:			
3	C.S.T. Registration No. / VAT/GST Reg.No.	:			
4	Annual turnover as per audited statement of account duly certified by the Chartered Accountant during the preceding two years (Attach attested copy of balance sheets)	:	YEAR	Figures	Words
		:	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 preceding three years	:	YEAR	Figures	Words
		:	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 Offerer

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 its 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 its 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 – D

AFFIDAVIT

**(To be furnished in a Twenty 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 Federation 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 Federation and agree(s) to furnish such information/clarification within SEVEN Days from the date of receipt of such request from the Federation

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 – 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 letterhead of the bank.

17. Scope of work and Terms and Condition

1. All pouch packing machines at Ambattur Dairy will be operated and maintained in three shifts by Contractor manpower and under Contractor supervision, including manual cleaning of 11 nos. & CIP cleaning of prepack machines, maintenance (shutdown/ Breakdown maintenance etc.,)
2. Contractor shall engage sufficient Manpower {(not less than 15 manpower for three shifts) (5 manpower in each shift)} for the operation and maintenance of sachet packing machines and provide three technicians in each shift (Minimum ITI Qualification awarded by Central / State Government approved Institutions).
3. Contractor will be paid the lowest price quote for every good sachet packed
4. For billing purpose only good sachets dispatched for distribution will be considered and counted as good sachets packed. Specific packet length and weight to be maintained.
5. The daily requirements of milk sachets will be informed by our Dairy Officials and accordingly Contractor have to prepare and supply milk sachets on various size of packing.
6. Dairy will provide milk, water, polythene film, electricity, compressed air, packing machine's spares of drive, motors, gear boxes, PLC, HMI, SMPS and VFD to Contractor (As per norms fixed by the TCMPF Ltd from time to time). Rest all materials will be provided by Contractor on Contractors own responsibility.
7. Contractor has to operate and maintain Thermal coding machines also for that Ribbon will be provided by our Ambattur Dairy, TCMPF Ltd., and should accommodate all messages to be printed as per the instruction of the TCMPF Ltd.
8. Contractor has to obtain the signature from the Dairy officials for quantity of pouches produced production wastage as per M/C readings and segregation damage pouches then and there. The difference between the total pouches produced as per M/C reading including wastage reading and the dispatched sachet pouches will be considered as damages which should not exceed more than 1%. If loss exceeds more than 1% the loss occurred due to polyfilm and the actual cost of Milk will be deducted in Contractor bill.

Noted and agreed the above

Signature of the Offerer

9. A). Contractor have to give the following minimum yield for different type of film packing

Type of Packing	Film Quantity	Yield Minimum Sachet/Kg
1000ML	63 microns / 55 microns	Not less than 218 Sachets per Kg / Not less than 248 Sachets per Kg
500ML	63 microns / 55 microns	Not less than 337 Sachets per Kg / Not less than 425 Sachets per Kg
225 ML	63 microns/55 microns	Not less than 523 Sachets per Kg/ Not less than 586 Sachets per Kg
5000ML	110 microns	Not less than 35 Sachets per Kg
Tea Mate 1000ML	63 microns / 55 microns	Not less than 218 Sachets per Kg / Not less than 248 Sachets per Kg
DTM 500 ML	63 microns / 55 microns	Not less than 337 Sachets per Kg / Not less than 425 Sachets per Kg

B).Any Changes made in the polythene film specifications the corresponding production yield intimated should be attained.

C) Contractor has to achieve maximum yield in each denominations, reduced operation time & minimum wastage in order to reimburse a part of contract expenses.

10. In case of any misconduct activities/ damages to involve by Contractor manpower 10 times of the cost of goods / damages will be recovered from Contractor bill apart from taking criminal action.
11. Man power Engaged by Contractor will not be eligible for any benefit on par with employees of TCMPF Ltd., and they will never be said Employee of this of this Ambattur Dairy, TCMPF Ltd., Any legal problem arise from Contractor man power will be deal by Contractor at Contractor own responsibility.
12. The responsibility of man power provided by Contractor will be Contractor s with all aspects I.e., Accident, Insurance, Labour Act, P.F, ESI and Factory act etc., In case of any accident or any injury occurs to the employee deployed by the contractor in the dairy premises, it will be contractors responsibility to pay the required treatments, compensation whatever so ever and comply with the Government authority etc., In case of failure by contractor and any liabilities arises to the Ambattur Dairy, TCMPF Ltd., will recover from the contractor all the amount and related expenses etc otherwise Ambattur Dairy, TCMPF Ltd., has right to recover all such amount from his bill amount or from his deposit amount or from personal etc and it will be binding to his nominees and legal heir also.

Noted and agreed the above

Signature of the Offerer

13. Contractor will have to submit before claiming the first bill the P.F and ESI registration certificate, Labour License and other legal documents with up to date renewal which are required or otherwise Contractor bill will not be passed for payments.
14. The contractor should submit the GST Registration copy and PAN card.
15. The employee - Operators / Helpers/ Workers etc engaged by the contractor are / will not be employee of our Ambattur Dairy, TCMPF Ltd., in any circumstances nor Ambattur Dairy, TCMPF Ltd., have any connection with staff workers, operators, Supervisor engaged /deployed by Contractor under the contract nor any of his (Ambattur Dairy, TCMPF Ltd.,) officials, supervisor dictate to the employee the manner of execution / completion of the job, works assigned under the contract.
16. The Ambattur Dairy, TCMPF Ltd., will have the privity of contract with the party under the contract only and will give instruction to him and will have nothing to do concerned with the condition of the employment of the worker - Operator - supervisor - helper etc working for contractors - party under the contract more over the Ambattur Dairy, TCMPF Ltd., will not be entitled to any control supervision, manner of discharges, dismissal or retrenchment or re-employment of the worker engaged / deployed by the contractor.
17. Contractor has to provide proper identity card to Contractor works for entry into the Dairy premises.
18. Contractor will have to execute agreement in Rs.100/- non judicial stamp paper on approval of this contract.
19. Contractor man power shall to follow all disciplinary rules and regulations of the Ambattur Dairy, TCMPF Ltd., and instructions given to the contractor from time to time.
20. Contractor has to hand over the machines in good working conditions to the satisfaction of dairy authorities at the end of contract period.
21. The daily quantity of milk from leaky pouches alone should be below 1% of the dispatched quantity.

Noted and agreed the above

Signature of the Offerer

THE TAMILNADU CO-OPERATIVE MILK PRODUCERS FEDERATION LIMITED
AMBATTUR DAIRY: CHENNAI 600 098
PART-II COMMERCIAL BID

PRICE QUOTATIONS: RATE QUOTED PER 100 POUCHES

The commercial offers of such of those bidder who qualify themselves for being considered for Annual Maintenance Contract Operation and Maintenance of Pouch Filling Machine for Ambattur Dairy 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 for Annual Maintenance Contract for Operation and Maintenance of Pouch Filling Machine for Ambattur Dairy.

Description	Rate per 100 pouches (Rs. ps.)
1.Basic Rate quoted	
2. Add GST at 18%	
3. End rate (End rate is inclusive of payment of GST and all other costs and incidental services)	Rs..... (Rupees.....only) per 100 Pouches.
NOTE: A. The successful tenderer shall be responsible for the discharge of all legal obligations under various labour legislations in force and should take care of other statutory dues like ESI,EPF and GST etc. B. The rate should be quoted for the above work both in figures and in words without correction. If any corrections are made, the same should be attested by the tenderer or his/her authorized signatory. C. If any discrepancy is found between the prices quoted in words and in figures, the lower of the two shall be considered. D. After quoting the rate, if the tenderer goes back, the Earnest Money Deposit remitted by the Tenderer shall be forfeited fully. E. The lowest end rate per 100 pouches will be considered for award of contract.	

NOTED AND AGREED TO THE ABOVE

SIGNATURE OF THE TENDERER