

Tamilnadu Co-operative Milk Producers' Federation Ltd.,



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

E-Tender Document for

“Fixed rate contract for servicing and replacing of damaged name board lights at Aavin Hi-tech parlours in Chennai city for one year”

Tender Reference No: 1394/AGME/PM/Engg/2024

**THE JOINT MANAGING DIRECTOR,
TAMILNADU COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED**
No.3A, Aavinllam,
PasumponMuthuramalingamSalai,
Nandanam, Chennai – 600 035.
Phone: 044-23464500/01/02/03/04/05.
E-Mail: aavinmarketing@gmail.com.

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

TENDER NOTICES

1. Name and address of the Purchaser	THE JOINT MANAGING DIRECTOR, TAMILNADU COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED No.3A, Aavinllam, Pasumpon Muthuramalingam Salai, Nandanam, Chennai – 600 035. Phone: 044-23464500/01/02/03/04/05 E-Mail: aavinmarketing@gmail.com
2. Name and address of the User	The General Manager (Marketing) Corporation Office, Marketing unit
3. Name of the Item / Work	Fixed rate contract for servicing and replacing of damaged name board lights at Aavin Hi-tech parlours in Chennai city for one year.
4. Method of Tender	e-Tender System (Online Technical Bid and Financial Bid) through eProcurement Portal https://tntenders.gov.in
5. Tender Reference Number	1394/AGME/PM/Engg/2024
6. Tender Estimated Value	Rs.24.00 Lakhs
7. Earnest Money Deposit (EMD)	Rs.24,000.00
8. URL for online bid submission for e-tender	https://tntenders.gov.in
9. Cost of Tender Document	Tender documents can be downloaded at free of cost from the website https://tntenders.gov.in
10. Tender Document Availability on the Portal	From: <u>07.08.2024</u> to 22.08.2024 upto 2.00 PM
11. Date of Pre-Bid meeting	Date: 12.08.2024 Time: 2.30 PM
12. Date of Closing of e-Submission of Technical Bid and Financial Bid.	Date:22.08.2024 Time: 2.00 PM
13. Date and time of opening of Part I Technical Bid of e-Tender	Date:23.08.2024 Time: 2.30 PM
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.
15. Place of Pre- Bid meeting & Part I Technical Bid and Part II Financial Bid opening	TAMILNADU COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED No.3A, Aavinllam, Pasumpon Muthuramalingam Salai, Nandanam, Chennai – 600 035. Phone : 044-23464500/01/02/03/04/05

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ACRONYMS USED IN THE TENDER DOCUMENT

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

TECHNICAL BID

1.0).PREAMBLE OF E-TENDER:-

1.1).TheJoint Managing Director, TCMPF Ltd. invites Bids by way of E-Submission only from reputed firm on behalf of The Managing Director, TCMPF Ltd., to submit e-Tender forFixed rate contract for servicing and replacing of damaged name board lights at Aavin Hi-tech parlours in Chennai city for one year.

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 thereofare applicable to this Tender.

2.0).INSTRUCTION TO BIDDERS:-

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

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

3.0). MODE OF SUBMISSION:

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

3.1.1). Part A – Technical Bid

3.1.2). Part B – Financial Bid

4.0). LANGUAGE OF THE E-TENDER:-

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

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

The Bidders should meet the following Pre-Qualification Criteria for bidding this tender and the proof for the Eligibility should be provided in the Technical Bid.

Pre-Qualification Criteria	Proof to be submitted for fulfilling the Pre-Qualification Criteria
5.1).The bidder should be a manufacturer / supplier of tendered items / works	<ol style="list-style-type: none">1).The bidder, being a manufacturer of the tendered items/ works should furnish necessary documents such as MSME Udyam Registration Certificate, UdyogAadhaar Memorandum, and License to Manufacturing, Permanent Registration certificate issued by the Department of Industries and Commerce, shall be furnished to prove that they are the manufacturers of tendered items/ works.2).If the bidder is an authorized dealer / supplier of a original manufacturer of tendered items/ works, they should furnish a authorization letter from the original manufacturer mentioning this tender reference, to the effect that the bidder is their authorized dealer. They should also furnish an undertaking obtained from the original manufacturer that full back-up service facilities shall be offered by the manufacturer for the tendered items/ works to be supplied by their dealer. The bidder should also submit necessary evidences, obtained from their principal (Original Manufacturer), such as MSME Udyam Registration Certificate, UdyogAadhaar Memorandum, License to Manufacturing, Permanent Registration certificate issued by the Department of Industries and Commerce, to prove that their principal is a manufacturer of tendered items/ works.3).If the bidder is an authorized dealer / supplier for tendered items/ works, then the experience of the original manufacturer for supply of tendered items/ works, their performance and Sales turnover shall be taken for evaluation of technical bids, even if the supply has been made either by the manufacturer directly or through other agencies.

Pre-Qualification Criteria

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

5.3).The performance certificate for above such supply for which Purchase Orders / Supply orders furnished as per 5.2 from the reputed purchaser shall be furnished. The performance certificate received from purchaser / client should be of within a period of 3 years.

5.4).The Bidder should have minimum experience of **3 Years** in the manufacturing / supplying of tendered items / works.

5.5).FINANCIAL TURNOVER:

5.5.1).The bidder shall have average annual sales turn-over for the last three financial years (2020-21, 2021-22 & 2022-23) equal to the tender estimated value

5.5.2).The bidder shall have minimum annual sales turn-over in each of the last three financial years (2020-21, 2021-22 & 2022-23) shall not be less than **50%** of the tender estimated value

5.6) The Bidder should have registered with valid GST Registration and PAN Registration

Proof to be submitted for fulfilling the Pre-Qualification Criteria

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

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

1).The bidder, being a manufacturer, should furnish copy of necessary documents such as MSME Udyam Registration Certificate, UdyogAadhaar Memorandum, License to Manufacturing, Permanent Registration certificate issued by the Department of Industries and Commerce.

2).If the bidder is a dealer / supplier, they should also furnish the above listed documents to prove their experience of the Supplier in the Business line

The bidder shall furnish either the Annual Turn Over Certificate for above 3 years certified by Chartered Accountant or Annual statement of Accounts (i.e.) Profit & Loss Accounts and Balance Sheet for the above 3 years certified by Chartered Accountant in support of Annual Turn Over.

The bidder shall furnish the copies of valid GST Registration Certificate and PAN Registration Certificates

Pre-Qualification Criteria

Certificate and PAN Employee
Provident Fund Organization and
Employee State Insurance

Proof to be submitted for fulfilling the Pre- Qualification Criteria

6.0) SCOPE OF WORK

Fixed rate contract for servicing and replacing of damaged name board lights and light fixtures at parlour entrance at Aavin Hi-tech parlours in Chennai city for one year on F.O.R. destination basis conforming to the technical specifications with make mentioned in the tender document

7.0). DELIVERY SCHEDULE:-

7.1). DELIVERY OF ITEMS:

The works shall be completed within 4 weeks from date of Purchase order received on a Free on Rail (FOR) basis. Unloading of items at the delivery point and transit insurance shall be the responsibility of the seller. For emergency requirement: 24 hours.

7.2). The bidder must be from Chennai city limit or would ensure to deliver the awarded items even at a short notice period of 24 hrs.

8.0). TOTAL QUANTITY TO BE SUPPLIED

8.1). Details of quantity of following works to be supplied is as follows

Sl. No.	Name of Work	Qty
1	Fixed rate contract for servicing and replacing of damaged name board lights at Aavin Hi-tech parlours in Chennai city for one year	As per demand

8.2). The anticipated annual requirement quantities mentioned in the tender document are approximate. Anticipated annual requirement of each item has been shown against the item. The actual quantities that may be purchased by the TCMPF Ltd against the rate contract may vary in each case and it shall, in no way, be binding on the TCMPF Ltd to purchase the exact number of quantities as indicated in the list.

8.3) The successful tenderer should accept to extend the contract to 25% (twenty-five percent) of the estimated tender value.

8.4).TCMPF Ltd reserves the right to increase or decrease the anticipated tendered quantity of any or every item and delete any item at any stage of work at the accepted rates. The Contractor's claim for compensation or damages on account of these shall not be entertained

9.0).EARNEST MONEY DEPOSIT

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

Sl. No.	Name of equipment	EMD amount
1	Fixed rate contract for servicing and replacing of damaged name board lights at Aavin Hi-tech parlours in Chennai city for one year	Rs.24,000.00

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

9.3). The EMD will not carry any interest.

9.4). Bidder has to select the payment option as "pay online" to pay the EMD amount. Only after payment of EMD, bidder will be able to encrypt/upload their bids. In order to avoid any issues and last-minute delay in processing of payment online, it is recommended to make payment and submit the bid as early as possible. TCMPF will not be responsible for any sort of difficulty faced/failure in submission of bids online by the bidder

9.5). Any other mode of payment of EMD shall not be accepted

9.6). Online payment mode (EMD):

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

9.6.1.1). SBI Account Holder: Shall click 'SBI' option to view the Net Banking Facility, where they can enter their internet banking credentials and transfer the EMD amount.

9.6.1.2). Other Bank Account Holders: Shall click 'Other Bank' option to view the bank selection page and select their respective bank to proceed with Netbanking Facility for payment of EMD.

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

9.6.2). Any transaction charges levied while using any of the above modes of onlinepayment has to be borne by the bidder.

9.6.3). The bidders will be evaluated only if payment status shows “Success” duringbid opening. It is necessary to click on “Freeze bid” link/icon to completethe process of bid submission, otherwise the bid will not get submittedonline and same shall not be available for viewing/opening during technicalbid opening.

9.7). Refund of EMD of unsuccessful bidders:

The EMD paid by the bidder will automatically be deposited in the “PoolingAccount” of the State Govt. only and not in TCMPF’s account. Hence refundprocess will be initiated automatically, once the bid is rejected by TCMPF duringtechnical / financial evaluation and TCMPF is no way responsible for refund of EMDof the unsuccessful bidders.

9.9).Tenders not accompanied with Online Payment towards the prescribed EMD thereon shall be summarily rejected.

10.0). COST OF BIDDING

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

11.0. SUBMISSION OF e-TENDER

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

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

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

11.1.2). Both the Technical and Financial Bids should be submitted in Online Portal <https://tntenders.gov.in>.

11.1.3). In Technical Bid – Documents listed in the **Tender Clause No.11.2** shall be uploaded.

11.1.4). In Financial Bid – The firm rates alone are to be quoted in the Financial Bid - BOQ (Excel Format) and to be uploaded online.

11.2) Details to be Uploaded in the Technical Bid:

11.2.1). Details of E-Remittance towards EMD Amount.

11.2.3). Documentary evidence for electrical contractor as per **Tender Clause No.5.1.**

11.2.4). Copies of work orders within a period of 3 years from the date of tender opening in respect of tendered items / works as per **Tender Clause No. 5.2.**

11.2.5). Copies of Satisfactory supply Completion Certificate / Performance Certificate (indicating the period of supply) for which work order furnished as per 5.2 within a period of 3 years from the date of tender opening as per **Tender Clause No.5.3.**

11.2.6). Documentary evidence for minimum experience of 3 Years in the supplying of tendered items / works as per **Tender Clause No.5.4.**

11.2.7). Documentary evidence for average annual sales turn-over for the last three financial years (2020-21, 2021-22 & 2022-23) as per **Tender Clause No.5.5.**

11.2.8). Digitally signed tender documents.

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

11.2.9.1). Profile of the Bidding Organisation as per Annexure-I.

11.2.9.2). Financial Capability as per Annexure-II

11.2.9.3). Declaration Form as per Annexure-III

11.2.9.4). Certificate of Conformity as per Annexure-IV

11.2.9.5). Bidder's Experience Details as per Annexure-V

11.2.9.6). Details of Abandonment of work Litigation / debarring done as per Annexure - VI

11.2.9.7). Any other documents wherever insisted in the tender document.

11.2.10). Copies of valid GST Registration Certificate and PAN Registration Certificates as per Tender Clause No.5.7

11.3). Details to be Uploaded in Financial Bid:

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

12.0). SIGNING OF BIDS:

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

13.0). MODIFICATIONS/CLARIFICATIONS TO TENDER DOCUMENTS:

- 13.1). At any time after the issue of the tender documents and before the opening of the tender, TCMPF may make any changes, modifications or amendments to the tender documents and the same will be intimated to the concerned vendors through corrigendum which can be downloaded from the vendor login.

- 13.2). In case any bidder asks for a clarification to the tender documents before 48 hours of opening of tenders, the GM (Marketing.), Corporate Office, TCMPF will clarify the same.
- 13.3). The responses to the clarification will also be notified on <https://tntenders.gov.in> without indicating the source of query
- 13.4). TCMPF at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
- 13.5). All the Bidders must periodically browse website <https://tntenders.gov.in> till the closing date of this Tender for any amendments or corrigendum issued in connection with this Tender. TCMPF will not be responsible for any misinterpretation of the provisions of this tender document on account of the Bidders failure to update the bid documents based on changes announced through the website.

14.0). WITHDRAWAL OF BIDS

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

15.0). OPENING OF e-TENDER

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

- 15.1.1). The Tender offers except Financial Bid will be opened electronically on the date and time notified at the Office of the General Manager (Marketing.), TCMPF Ltd., No.3A, Aavinllam, Pasumpon Muthuramalingam Salai, Nandanam, Chennai – 600 035, 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
- 15.1.2). Technical Bid would be opened first on the due date and time. Pre-Qualification Criteria such as payment of EMD and compliance with pre-qualification conditions will be checked. The supporting documents would be cross checked wherever required.
- 15.1.3). Only the Technical Bid will be opened on the due date.
- 15.1.4). In the event of the specified date for tender opening day is declared as a holiday, bids will be opened on the next working day at the same time and venue.

15.2) Opening of the Financial Bids: (Part - II)

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

16.0). e-TENDER EVALUATION CRITERIA

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

16.1). Technical Bid Evaluation:

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

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

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

16.1.3). Compliance with the Pre-Qualification Criteria indicated in Tender Clause no 5.0

16.1.4). Compliance with scope of work of tendered items / works as per tender Clause.

16.1.5). If any clarification is needed from the bidder about the deficiency in his uploaded documents in technical bid he will be asked to provide it through Tamil Nadu Tender portal. The bidder shall upload the requisite clarification/ documents within the time specified failing which tender will be liable for rejection

16.1.6). TCMFP will prepare a list of Bidders based on the compliance of detailed Technical details for tendered item and company profile as given in Tender form. The Tenders, which do not conform to the Technical Specifications or Tender conditions or Tenders from Companies without adequate capabilities for supply shall be rejected. The eligible bidders alone will be considered for further evaluation.

16.2). Financial Bid Evaluation

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

16.2.2). The evaluation of offer will be computed by taking into account each work individually to arrive at lowest bid rate.

17.0). REJECTION OF TENDERS

17.1). Tender will be SUMMARILY rejected if

- 17.1.1). The EMD requirements are not complied with as specified in Tender Clause 9.0.
- 17.1.2). Bid Pre-Qualification Criteria as specified in Tender Clause 5.0 are not complied with.
- 17.1.3). If the documents furnished with the offer is found to be bogus or the documents contains any false particulars.

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

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

18.0). NEGOTIATION

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

19.0). VALIDITY OF PRICE TENDER:

- 19.1).The rate quoted should be valid for a minimum period for 120 days for acceptance from the due date. The offers with lower validity period areliable for rejection.During the validity period, no bidder is permitted to make any upward revision in the rate. Further no bidder is permitted to withdraw their offer within the validity period of the tender or before finalisation of Tender.
- 19.2).In exceptional circumstances, TCMPF may solicit the bidder's consent for an extension of the period of validity totally not exceeding 180 days. The request and the responses thereto shall be made in writing.

20.0).DEVIATIONS:

- 20.1).The offers of the Bidders with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection.
- 20.2).No alternate offer will be accepted.
- 20.3).No deviation will be allowed from the tender terms and conditions. Tenders with deviation will be summarily rejected. The Bidder has to submit a Certificate that the tender is in complete conformity with the tender terms and conditions as per format vide Annexure-IV

21.0). SECURITY DEPOSIT

- 21.1).The successful bidders would be required to sign an agreement and furnish a Security Deposit of Rs. 40,000/-, drawn by means of Demand Draft or it shall be submitted by means of Bank Guarantee for the period of 18 months and extendable as and when required from any Indian Nationalised Bank or Scheduled Bank drawn in favour of "Managing Director, TCMPF Ltd" payable at Chennai within 15 days from the date of acceptance of the tender. The EMD already paid along with tender shall be adjusted against SD to be paid by the successful bidder.
- 21.2).No exemption will be given from payment of Security deposit under any circumstances as per TINT Act and the same should be remitted by above means. Any other form of remittance will not be accepted.
- 21.3).The security deposit will be refunded only after the expiry of 6 months from the date of satisfactory completion of the contract satisfactorily complying to the specification of the equipment to take care of the workmanship of the agency.

22.0). AGREEMENT:

- 22.1).The successful bidder has to execute an agreement on Rs.100/-non-judicial stamp paper incorporating the terms and conditions of the contract and the specification within 15 days from the date of acceptance of the tender. In case of default of either of the conditions (i.e) remitting the security deposit or execution of the agreement within the time allowed, the EMD paid is likely to be forfeited by TCMPF.
- 22.2).If the contractor fails to execute the contract satisfactorily at the tendered rate, the security deposit will be forfeited by TCMPF.
- 22.3).If the TCMPF incurs any loss / additional expenditure due to the negligence of the contractor in connection with the work during the period of contract, the

same shall be recovered together with all charges and expenses from the contractor.

22.4).In the event of breakages or damages, if any, caused by the contractor to the property of the TCMPF, the cost will be recovered from the contractor.

22.5).**RATES AND PRICE:** This is a fixed price contract. Price adjustment clause (to account for raise or fall in the money value / taxes during the contract period) is not operatable for this contract. However any variation in the statutory levies and Taxes by State Government / Central Government shall be effected on the end price to the benefit of either the contractor or TCMPF as the case may be.

22.6).The Agreement in Rs.100/- non-judicial stamp paper shall be signed and returned within 15 days of receipt of theworkorder along with the D.D or BG for Security Deposit.

23.0). PAYMENT TERMS:

23.1).Payments will be made within a reasonable period after the completion of the respective works, as specified in the work order. Subject to satisfactory performance of works and submission of relevant documents. These documents include a completion certificate from the respective Zonal Deputy Manager (Marketing) or the respective in-charge TCMPF staff of the marketing unit, as well as warranty certificates, test certificates, or other relevant documents. No advance payment will be made to the contractor under any circumstances

23.5).NO OTHER TERMS OF PAYMENT WILL BE ENTERTAINED.

24.0). TERMINATION OF CONTRACT

24.1).TCMPF may, without prejudice to any other remedy for breach of contract by the Contractor, terminate the contract in whole or part, by a 7 days written notice of breach of contract to the Contractor.

24.2).If the successful bidders fails to supply any or execute the work within the time schedule specified in the Work Order / Delivery Schedule/e-Mail/Letter.

24.3).If the successful bidders fails to perform any of the obligation(s)under the Contract;

24.4).If the successful bidders is found to have involved in fraudulent, corrupt and unfair practices in competing for or in executing the Contract.

24.5).Termination for delay: Successful tenderer shall have to perform all activities/services as per the terms and conditions of the contract. If the

Successful tenderer fails to do so, the Contract will be terminated by giving 7 days written notice.

24.6).TCMPF reserves the right to terminate the contract without giving notice if tenderer is involved in any illegal activities or if the tenderer violates any terms of the contract or if it is learnt that the contract was obtained based on any false information or fraud.

24.7).The TCMPF may, at any time, at its option cancel and terminate this contract by written notice stating reasons for such cancellation or termination to the Contractor, in which event the Contractor shall be entitled to for the work done up to the time of such cancellation.

24.8).The TCMPF may, at its option, cancel or omit the execution of one or more items of work under this contract, and any part of such item(s) without any compensation whatsoever to the Contractor by giving due notice in writing stating reasons therefore.

24.9).If at any time after commencement of the work, for any reason, whatsoever not require the whole work or part thereof as specified in the tender to be carried out, the TCMPF shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequent of the full amount of the work not having been carried out.

25.0). CANCELLATION:

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

26.0). PENALTY:

- 26.1). FORFEITURE OF EMD/SD:If the successful bidder fails to act according to the Tender conditions their SD will be forfeited or withdraws the offer after their tender is accepted, their EMD will be forfeited.
- 26.2). If the selected Bidder(s) fails to remit the SD within 15 days from the date of LOA, the EMD remitted by him will be forfeited and their Tender will be held void. TCMPF will have the right to divert the order to other bidders.
- 26.3). VIOLATION IN TERMS AND CONDITIONS: For any other violations in the terms and conditions, besides banning the business dealings with Government, recovery of additional cost plus 100% penalty and forfeiture of Security Deposit amount shall be imposed.

27.0). RIGHTS OF THE TCMPF:

- 27.1).Time being the essence of contract no variation shall be permitted in the delivery time as prescribed in the delivery schedule. If the bidder fails to supply and execute the work in full or part of the order as per the delivery schedule, the TCMPF shall reserve the right to cancel the order besides forfeiture of Security Deposit.
- 27.2).Notwithstanding anything contained in the tender schedule, no obligation rests on the TCMPF to accept the lowest tender and the TCMPF shall also have the right to accept or reject any or all the tenders fully or partly without assigning any reasons.
- 27.3).For violation of any of the terms and conditions of the contract, the TCMPF reserves the right to terminate the contract, with or without notice as applicable.
- 27.4). On termination of contract, the Security Deposit is liable to be forfeited and any of the resultant loss beyond Security Deposit will be recovered from the contractor by legal means apart from forfeiture of any amount due to the contractor.
- 27.5).If the bidder defaulted in any of the previous tenders to execute agreement or to pay Security Deposit or to supply ordered quantity either in part or full will not be eligible from participating in this tender.
- 27.5.1).If the successful bidder either in TCMPF or in the DCMPU defaulted to execute agreement or to pay Security Deposit or to supply ordered quantity either in part or full shall be debarred from participating in the subsequent tenders for a period of 3 years.

28.0). FORCE MAJEURE:

28.1). Failure or delay in the part of bidder for supply due to force majeure causes enumerated here under shall be considered, provided the supplier produces documentary evidence.

- a. Any cause which is beyond the reasonable control of the bidder.
- b. Natural phenomena, such as floods, drought, earthquakes and epidemics.
- c. Act of any Govt. Authority, domestic or foreign, such as wars declared or undeclared quarantines, embargoes licensing control on production or distribution restrictions.
- d. Accident and disruptions such as fire, explosion, increase in power cut with respect to date of tender opening etc.,
- e. Strikes, slow down and lockouts.

28.2). The cause of force majeure condition will be taken into consideration only if the supplier notifies within 30 days from the occurrence of such eventualities. The purchaser shall verify the facts and grant such extension as the facts justify. For extension due to force majeure conditions, the supplier shall submit his representation with documentary evidence for scrutiny by the purchaser and decision of the purchaser shall be binding on the time.

29.0). DISPUTES AND ARBITRATION:

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

30.0). LEGAL JURISDICTION

In case if either party to the tender is aggrieved by the award of the arbitrator so appointed as per clause 29.0 or otherwise, they can appeal to Court of Deputy Registrar (Dairying), Thiruvallur. The legal jurisdiction will be only Deputy Registrar (Dairying), Thiruvallur Court.

31.0). AMBIGUITIES IN CONDITIONS OF TENDERS:

In the case of ambiguous or contradictory terms / conditions mentioned in the bid, interpretation as may be advantageous to the purchaser will be taken without any reference to the Bidder.

32.0) LIQUIDATED DAMAGES

32.1). The works as per the given particulars and specifications should be completed within 4 weeks from the receipt of the work order. In case of failure, the contractor is liable to pay 1% of the cumulative executed value of works per day of delay, which will be recovered from the bill as per the recommendation of the Engineer-in-charge.

32.2). If the performance of the contract is not satisfactory and not corrected within one month of receiving notice, then TCMPF shall be at liberty to terminate the contract with due notice

33). WARRANTY

A warranty certificate shall be furnished on the workmanship, parts and performance of the tendered items / works for a period of 12 months from the date of supply / satisfactorily completion of work. If any defects are noticed in the equipment / workmanship / performance during the warranty period the same should be rectified at site at free of cost and charges.

34). RATE CONTRACT PERIOD

- a) The Rate Contract shall be valid for a period of 12 months from the date of signing of Contract or agreement.
- b) The Contract shall be extended for further period of 6 months as mutually agreed by TCMPF and the Contractor at the same Terms and Conditions including Price from the date of expiry of the contract in case of delay in finalization of new tender.
- c) The Successful Bidder should keep the Price firm during the period of Contract including the period of extension of time, if any.

35.0). SPECIAL CONDITIONS OF CONTRACT:

37.1 The successful tenderer, after the expiry of the contract period has to supply and execute the work at the same rate, terms and conditions for a period up to 6 months from the date of expiry of the contract in case of delay in finalization of new tender.

37.2 The successful tenderer should not engage persons below 18 years and above 40 Years of age to do this work.

37.3 The successful tenderer should supply the spares and execute the work as per requirement in the tender documents. If the successful tenderer fails to execute the work in part or in full or any lapse is noticed for more than 3

occasions, the Federation reserves the right to terminate the contract and the Federation would be at liberty to call for new tender. This is in addition to forfeiting the Security Deposit and recovering damages for the losses caused to the Federation by such lapses.

- 37.4 The bidders shall be visit / inspect the Aavin Hi-tech parlours /sites before quote the rate in e-tender. The successful bidder has not have rights to claim the additional charges any.

36).CRITERIA FOR TENDER SPLITTING AND AWARDING

The tender may be split and awarded to two agencies at the discretion of TCMPF Limited by counter offering the lowest acceptable quote (L1 rate) to the second lowest in the order of their tender position. If two agencies are considered for award, the L1 will be awarded for 60% of work followed by 40% to the second lowest.

37.0) TECHNICAL SPECIFICATION AND BOQ

PREAMBLE:

- TCMPF have 23 Hi-tech parlours and 27 zonal offices in Chennai city.
- In this tender, TCMPF desire to engage the contractor for execution of servicing and replacing of damaged name board lights at Aavin Hi-tech parlours in Chennai city for one year.

SPECIFICATION&BOQ

SN	Description	Unit	(Anticipated annual requirement)
1	UV glow sign board with LED light		
1.1	<p>Printed in backlit flex covered with metal sheet with proper support clamps on the wall or pipe supports. Design approval from TCMPF required before executing the work.</p> <p>LED light: LED 3 feet lights White / Colour 20W per each 2sq.ft, Waterproof IP65 Back Light LED. Operating voltage: DC12V, Working temp: -30°C to +45°C. ISI waterproof power supply.</p> <p>Square tube: 1.5x1.5 inch MS square tube used as frame structure with proper welding and painting.</p> <p>01x01 inch x 1mm thick Aluminium L angles corner beading and crew joints.</p> <p>Backlit Flex sheet: minimum 440 GSM PVC Flex Banner (branded make), Weather Resistance (design scope: contractor).</p>	Sq.ft	As per demand
2	Double Side UV glow sign board		
2.1	<p>Printed in backlit flex with proper support clamps on the wall or pipe supports Design approval from TCMPF required before executing the work.</p> <p>LED light: LED 3 feet lights White / Colour 20W per each 2sq.ft, Waterproof IP65 Back Light LED. Operating voltage: DC 12V, Working temp: -30°C to +45°C. ISI waterproof power supply.</p> <p>Square tube: 1.5x1.5 inch MS square tube used as frame structure with proper welding and painting.</p> <p>01x01 inch x 1mm thick Aluminium L angles corner beading and crew joints.</p> <p>Backlit Flex sheet: minimum 440 GSM PVC Flex Banner (branded make), Weather Resistance. (Design scope : contractor)</p>	Sq.ft	As per demand
3	LED 3D Acrylic Embossed Alu. Channel Letters		
3.1	<p>3D Acrylic Embossed Aluminium Channel Letters (Tamil & English) with LED Lighting Mounted on ACP Board Frame. Tamil & English letter size should be 5:3 ratio as per the Tamilnadu government rules.</p>	Sq. ft	As per demand (Anticipated annual

	<p>Laser cutting letters of male & female cups with 3mm depth and waterproofing (silicon pasting) Aluminium trip cap thickness : 1.2mm Female letter: Foam board 10mm. Acrylic 040 with leaser cut (white / multicolour) Letter depth : 3 to 2.5mm LED light: Samsung SMD Module 3LED 160 Deg White / Colour 2.0W Waterproof IP65 [Back Light led sign modules] suitable for Letter signs.Operating voltage: DC12V, Working temp: -30°C to +45°C., Electrical wire: 2.5 Sq multi strand 2core (finolex/orbit/ Polycab). Design: Design is scope of the contractor but required prior approval from TCMPF before executing the work. Fabricate and assemble the 3D letters with easy maintenance, disassemble, and flexibility for repair of damaged parts in future. Support structure (scaffolding) for executing the work is contractor scope and contractor shall be ensuring compliance with any relevant safety and regulatory standards.0</p>		requirement-900sqft)
4	Printed vinyl sheet (laminated)		
4.1	<p>Supply and pasting of printed vinyl sheet (sticker) for deep freezers and bottle coolers at Hi-tech parlour Material: ECO solvent print on high density vinyl media. Vinyl : LG Vinyl sheet with laminated (Design- TCMPF scope)</p>	Sq.ft	As per demand
5	SMP Powers supply AC to DC 400W (ADX / impex make) with ISI water proof	set	As per demand
6	Support pipes 2.5 inch MS pipe with powered coating	Ft	As per demand
7	1 inch MS Sq cross bar with powered coating	Ft	As per demand

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 Lakhs (Rs)
1.	2020-21	
2.	2021-22	
3.	2022-23	
	Total	

Average annual Sales/Revenue turnover - Rs. _____ Lakhs

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

Signature of the Bidder with office seal

Place:

Date:

ANNEXURE-III

DECLARATION FORM

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

To

The General Manager (Marketing),
Corporate Office, TCMPF Ltd.,
Aavinllam, 3-A,
PasumponMuthuramalinganarSalai,
Nandanam, Chennai – 600 035.

Sir,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref. No.:1394/AGME/PM/Engg/2024

Name of Tender / Work / Item: Fixed rate contract for servicing and replacing of damaged name board lights at Aavin Hi-tech parlours in Chennai city for one year.

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 scope of works, annexure(s), etc ,
- 2) I/we agree to abide by all the detailed scope of work, 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 120 days from the date of opening of Part – I – Technical bid
- 12) In the event of failure on my / our part to comply with all the requirements mentioned in this tender document I / we unconditionally agree that the department is at its liberty to reject my/our tender including the forfeiture of the full said earnest money deposit absolutely.

Signature of the Bidder with office seal

Place:

Date:

ANNEXURE – IV
CERTIFICATE OF CONFORMITY

Certified that the offer is in total conformity with tender terms and scope of work without any deviation, whatsoever.

SIGNATURE OF THE BIDDER:

FULL NAME:

DESIGNATION:

SEAL OF COMPANY:

ANNEXURE – V

BIDDER'S EXPERIENCE DETAILS

Details of work orders successfully executed in last three 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 Order No. & Date	Qty.	Value of order in Rs. Lakhs	Performance Certificate obtained on
1.						
2.						
3.						
4.						

Signature of the Bidder with office seal

Place:

Date:

Annexure – VI

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

1. (a) Is the Applicant currently involved in any Arbitration / litigation relating to any contract works Yes/No

(b) If Yes, Details thereon

2. (a) Has the Applicant or any of 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 – VII

FINANCIAL BID

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

NUMBER	TEXT	TEXT	NUMBER	TEXT	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Basic Price (In Rs.)	Packing Forwarding if any (In Rs.)	Transportation charges to site including loading and unloading charges (In Rs.)	Transit insurance (In Rs.)	GST/IGST for Supply (In Rs.)	Unit Rate (Inclusive of All) (In Rs.)	End Rate (Inclusive of All) (In Rs.)
1	2	3	4	5	6	7	8	9	10	11	12
1.00	UV glow sign board with LED light - Printed in backlit flex covered with metal sheet with proper support clamps on the wall or pipe supports. Design approval from TCMF required before executing the work. LED light: LED 3 feet lights white / Colour 20w per each 2sq.ft. Waterproof IP65 Backlit LED. Operating voltage: 240V AC. Temp: -30°C to +45°C. ISI waterproof supply. Square tube: 1.5x1.5 inch MS square tube used as frame structure with proper welding and painting. 0.75x0.75 inch x 1mm thick Aluminium L angles corner beading and crew joints. Backlit Flex sheet: minimum 440 GSM PVC Flex Banner (branded make). Weather Resistance (design scope/contractor).									0.00	0.00
RATE SHOULD BE QUOTED IN PRICE BID IN ONLINE											
					Units Please enter Units in text						
	Double Side UV glow sign board - Printed in backlit flex with proper support clamps on the										

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 and erection commissioning, transport charges, toll charges, transit insurance, loading and unloading charges, erection and commissioning charges, etc.,

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

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

Signature of the Bidder with office 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.

SN	Description	Bidders Response
I. TECHNICAL BID		
1.	Whether details of E-Remittance towards EMD Amount is uploaded.	Yes/No
3.	Whether documentary evidence for supplier of tendered item / works as per tender clause 5.1 are uploaded	Yes/No
4.	Whether the copies of purchase orders / supply orders within a period of 5 years from the date of tender opening in respect of tendered items / works as per Tender Clause No. 5.2 are uploaded.	Yes/No
5.	Whether the copies of Satisfactory supply Completion Certificate / Performance Certificate (indicating the period of supply) for which Purchase Order / Supply order furnished as per 5.2 within a period of 3 years from the date of tender opening as per Tender Clause No. 5.3 are uploaded.	Yes/No
6.	Whether documentary evidence for minimum experience of 5 Years in the manufacturing / supplying of tendered items / works as per tender clause 5.4 are uploaded	Yes/No
7.	Whether documentary evidence for average annual sales turnover for the last three financial years (2020-21, 2021-22 & 2022-23) are uploaded	Yes/No
8.	Whether the copies of registration documents of GST and PAN as per Tender Clause No. 5.6 are uploaded	
9.	Whether the tender documents are Digitally signed and uploaded	Yes/No
10.	Whether the following Supporting Documents, including the Annexure / 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

SN	Description	Bidders Response
	d).Certificate of Conformity as per Annexure-IV	Yes/No
	e).Bidder's Experience Details as per Annexure-V	Yes/No
	f).Details of Abandonment of work Litigation / debarring done as per Annexure – VI	Yes/No
	g).Any other documents wherever insisted in the tender document.	Yes/No
II. FINANCIAL BID		
11.	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 5Pre-Qualification Criteria) in respect of the various requirements mentioned in the tender document are liable to be rejected at the initial stage itself.