



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

E-Tender Document for

**"Purchase of 100gm/250gm/500gm IML Khoa Bowl with Lid to meet two years requirement to Products Dairy"**

Tender Reference No: 4288/K1/2024

**The Tamilnadu Cooperative  
Milk Producers' Federation Ltd  
Chennai 600 098**

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

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

## TENDER INFORMATION

<b>1.</b> Name and address of the Purchaser	<b>The Dy. General Manager (Engg.), The Joint Managing Director's Office, Tamilnadu Cooperative Milk Producers' Federation Ltd.,</b> Plot No.29 & 30, SIDCO Industrial Estate, Ambattur, Chennai – 600 098. Telephone No: 044-23464528/29/30/31/32 E-Mail - <a href="mailto:dgmpurchase@gmail.com">dgmpurchase@gmail.com</a>
<b>2.</b> Name and address of the User	<a href="#">The Deputy General Manager(Dg.), Products Dairy</a>
<b>3.</b> Name of the Item / Work	<a href="#">Purchase of 100gm/250gm/500gm IML Khoa Bowl with Lid to meet two years requirement to Products Dairy</a>
<b>4.</b> Method of Tender	e-Tender System (Online Technical Bid and Financial Bid) through eProcurement Portal <a href="https://tntenders.gov.in">https://tntenders.gov.in</a>
<b>5.</b> Tender Reference Number	4288 /K1/2024
<b>6.</b> Tender Estimated Value	Rs.287.37 Lakhs
<b>7.</b> Earnest Money Deposit (EMD)	Rs.1,00,000/-
<b>8.</b> URL for online bid submission for e-tender	<a href="https://tntenders.gov.in">https://tntenders.gov.in</a>
<b>9.</b> Cost of Tender Document	Tender documents can be downloaded at free of cost from the website <a href="https://tntenders.gov.in">https://tntenders.gov.in</a>
<b>10.</b> Tender Document Availability Date & Time on the Portal for downloading and e-submission	<a href="#">From: 11.07.2024 to 25.07.2024 Up to 3.00 P.M.</a>
<b>11.</b> Date & Time of Pre-Bid meeting	<a href="#">Date:19.07.2024 Time: 11.00 A.M.</a>
<b>12.</b> Date & Time of Closing of e-Submission of Technical Bid and Financial Bid	<a href="#">Date:25 .07.2024 Time: 3.00 P.M.</a>
<b>13.</b> Date & Time of opening of Part I Technical Bid of e-Tender	<a href="#">Date: 26 .07.2024 Time: 3.00 P.M.</a>
<b>14.</b> Date and time of opening of Part II Financial Bid	The date of opening of Financial Bid will be informed to the eligible bidders through Online Portal and registered e-mail.

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

## **INDEX OF CONTENTS**

<b>Sl. No.</b>	<b>Description</b>	<b>Page No.</b>
<b>1</b>	Instructions to the tenderers	5 – 6
<b>2</b>	General Terms and conditions	7 – 19
<b>3</b>	Pre-Qualification Criteria	20 – 21
<b>4</b>	Tender Evaluation Criteria	22
<b>5</b>	Post Award Supply Terms & Conditions	23
<b>6</b>	Details of the one year requirement	24
<b>7</b>	Specifications : 100gm/250gm/500gm IML Khoa Bowl with Lids	25 to 27
<b>8</b>	Annexures :	
	Annexure – I - Profile of the Bidding Organisation	28
	Annexure – II - Financial Capability	29
	Annexure – III - Declaration Form	30 & 31
	Annexure – IV - Certificate of Conformity	32
	Annexure – V - Affidavit	33 & 34
	Annexure – VI - Bank Certificate	35
	Annexure – VII - Bidder's Experience Details	36
	Annexure – VIII - Details of Abandonment of work Litigation / debarring done	37
<b>9</b>	Check-list	39 & 40
<b>10</b>	Instruction to Bidders for submission of Online Bids in E-Tender	41 – 44

## **1.0 INSTRUCTIONS TO THE TENDERERS**

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

1.1.1. The [Dy. General Manager\(Engg.\), JMD's Office, TCMPF Ltd.](#) invites Bids by way of E-Submission only from reputed manufacturers on behalf of The [Dy. General Manager\(Dg.\), Products Dairy, TCMPF Ltd.](#), to submit e-Tender for **Purchase of 100gm/250gm/500gm IML Khoa Bowl with Lid to meet two years requirement to Products Dairy.**

1.1.2. Applicability of Tamil Nadu Transparency in Tenders Act, 1998:-

This Tender will be governed by the Tamil Nadu Transparency in Tenders Act, 1998 and The Tamil Nadu Transparency in Tenders Rules, 2000 and subsequent amendments thereof are applicable to this Tender.

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

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

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

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

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

1.3.1.1. Part A – Technical Bid

1.3.1.2. Part B – Financial Bid

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

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

- 1.5. The quantities mentioned in the tender document are approximate. The tender accepting authority shall be permitted to vary the quantities finally ordered and execute the work through the contractor.
- 1.6. Kindly go through the check-slip given and ensure whether all the asked documents are enclosed.
- 1.7. The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 1.8. It is also informed that the Open tender offer shall be valid for a period of two years (24 months) from the date of awarding contract (or) till the tendered quantity is supplied whichever is earlier.
- 1.9. All the tenderers are instructed to check the designated websites, after the date of pre-bid meeting, till 48 hours before the closure date and time, for the publication of corrigendum, due to any amendments or clarifications on the tender, if any.
- 1.10. They are instructed to download the corrigendum, if published and enclose the duly authenticated copy of it along with the technical bid document without fail. Failing which, it is liable for rejection of the tender offer.
- 1.11. Detailed evaluation will be done only on the basis of the Documents / Records / Evidences / Certificates produced by the Applicant in the Technical Bid.
- 1.12. If the Qualification application is made by a FIRM in partnership, it shall be signed by all the partners of the firm with their full names and current address or by a partner authorized by the firm (either as per Articles of the Deed of Partnership / by power of attorney) for signing in Tenders, Agreements etc. In which case, certified copy of the registered deed of Partnership along with the current address of all the partners and a certified photocopy of the Registered Power of Attorney issued in favour of the Signatory should be produced.
- 1.13. If the Qualification Application is made by a Limited Company or a Limited Corporation, it shall be signed by a duly authorized person holding the Power of attorney for signing the application, in which case, the certified copy of the power of attorney shall accompany the qualification application. Such limited company or corporation shall also furnish satisfactory evidence of its existence along with the Qualification schedule.

## 2.0 GENERAL TERMS & CONDITIONS

2.1. THE TWO PART OPEN TENDER for the [purchase of 100gm/250gm/500gm IML Khoa Bowl with Lid to meet two years requirement to Products Dairy](#) consists of:

**(a) (i)** PART-I TECHNICAL BID, wherein, the pre-qualification, based on various factors such as supply capacity, quality of the product offered, suitability and eligibility of the tenderer will be evaluated, considered and decided prior to opening and consideration of commercial Bids under PART-II of the Open tender.

**(ii)** The PART-I technical bid shall be opened on the date/time and venue specified in the presence of the tenderers or their authorized representative who opt to be present during the opening.

**(b) (i)** The PART-II Commercial Bid of the tenderers who do not satisfy any/all the terms and conditions specifically so mentioned under PART-I technical bid and/or whose samples do not pass through the prescribed technical parameters in the quality assessment tests shall not be considered eligible and shall not be opened.

**(ii)** The PART-II commercial bids shall normally be opened within 60 days from the opening of the Part-I Pre-qualification/technical bids in the presence of tenderers or their authorized representative who opt to be present. The date of such opening of commercial bid will be informed separately to those who are qualify in Part I Technical Bid and with samples conform to the technical parameters prescribed thereon.

### 2.2. SITE INSPECTION:

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

2.3. Tenders and samples received after the specified date and time shall be **SUMMARILY REJECTED**.

2.4. The Open tender forms are not transferable or assignable.

2.5. The tenderers must be a [Manufacturer](#) of the item tendered for.

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

**2.7. EARNEST MONEY DEPOSIT**

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

<b>Sl. No.</b>	<b>Name of Item</b>	<b>Qty. (in Nos.)</b>	<b>EMD amount</b>
1.	100gm IML Khoa Bowl with Lids	24,00,000	Rs.1,00,000/- (Rupees one lakh)
2.	250gm IML Khoa Bowl with Lids	19,00,000	
3.	500gm IML Khoa Bowl with Lids	1,80,000	

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

2.7.3. The EMD will not carry any interest.

2.7.4. 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. TCMPPF will not be responsible for any sort of difficulty faced/failure in submission of bids online by the bidder

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

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

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

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



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

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

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

2.7.6.3. The bidders will be evaluated only if payment status shows "Success" during bid opening. It is necessary to click on "Freeze bid" link/icon to complete the process of bid submission, otherwise the bid will not get submitted online and same shall not be available for viewing/opening during technical bid opening.

**2.7.7. Refund of EMD of unsuccessful bidders:**

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

**2.7.8. *Tenders not accompanied with Online Payment towards the prescribed EMD will be summarily rejected and EMD payment is compulsory for all participants.***

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

## **2.8. COST OF BIDDING**

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

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

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

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

- 2.9.1.1. The tender proposes two stage tender system viz. (PART A) Technical Bid and (PART B) Financial Bid. The first stage enables TCMPF to know whether the Bidder is technically competent and capable of executing the order. Only those who qualify in the first stage would be eligible to take part in the second stage viz. Financial Bid. The Financial Bid of Bidders who failed in the first stage will not be opened.
- 2.9.1.2. Both the Technical and Financial Bids should be submitted in Online Portal <https://tntenders.gov.in>.
- 2.9.1.3. In Technical Bid – Documents listed in the **Tender Clause No.2.9.2** shall be uploaded.
- 2.9.1.4. In Financial Bid – The firm rates alone are to be quoted in the Financial Bid - BOQ (Excel Format) and to be uploaded online.

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

- 2.9.2.1. Details of E-Remittance towards EMD Amount.
- 2.9.2.2. If the bidder is claiming EMD exemption, a copy of valid document proof of EMD exemption to be uploaded in accordance with Tender Clause No.2.7.8.
- 2.9.2.3. Documentary evidence for manufacturer of tendered item as per Tender Clause No.3.1.
- 2.9.2.4. Copies of purchase orders / supply orders within a period of 3 years from the date of tender opening in respect of tendered items as per Tender Clause No. 3.3.
- 2.9.2.5. Copies of Satisfactory supply Completion Certificate / Performance Certificate (indicating the period of supply) for which Purchase Order / Supply order furnished as per 3.3 within a period of 3 years from the date of tender opening as per Tender Clause No.3.4.

- 2.9.2.6. Documentary evidence for minimum experience of 3 Years in the manufacturing of tendered items as per Tender Clause No.3.5.
- 2.9.2.7. Documentary evidence for average annual sales turn-over for the last three financial years (2019-20, 2020-21 & 2021-22) as per Tender Clause No.3.6.
- 2.9.2.8. Digitally signed tender documents.
- 2.9.2.9. The following Supporting Documents, including the Annexures / Amendments are to be uploaded duly signed and sealed in each and every page
- 2.9.2.9.1. Profile of the Bidding Organisation as per Annexure-I.
  - 2.9.2.9.2. Financial Capability as per Annexure-II
  - 2.9.2.9.3. Declaration Form as per Annexure-III
  - 2.9.2.9.4. Certificate of Conformity as per Annexure-IV
  - 2.9.2.9.5. AFFIDAVIT as per Annexure-V
  - 2.9.2.9.6. BANK CERTIFICATE as per Annexure-VI
  - 2.9.2.9.7. Bidder's Experience Details as per Annexure-VII
  - 2.9.2.9.8. Details of Abandonment of work Litigation / debarring done as per Annexure - VIII
  - 2.9.2.9.9. Any other documents wherever insisted in the tender document.

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

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

**2.10. SIGNING OF BIDS:**

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

- 2.10.2. If the Qualification application is made by a FIRM in partnership, it shall be signed by all the partners of the firm with their full names and current address or by a partner authorized by the firm (either as per Articles of the Deed of Partnership / by power of attorney) - for signing in Tenders, Agreements etc. In which case, certified copy of the registered deed of Partnership along with the current address of all the partners and a certified photocopy of the Registered Power of Attorney issued in favour of the Signatory, should be produced.
- 2.10.3. If the Qualification Application is made by a Limited Company or a Limited Corporation, it shall be signed by a duly authorized person holding the Power of attorney for signing the application, in which case, the certified copy of the power of attorney shall accompany the qualification application. Such limited company or corporation shall also furnish satisfactory evidence of its' existence along with the Qualification schedule

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

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

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

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

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

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

- 2.13.1.1. The Tender offers except Financial Bid will be opened electronically on the date and time notified at the Office of the Deputy General Manager (Engg.), The Joint Managing Director's Office, TCMPF Ltd., Plot No.29 & 30, SIDCO Industrial Estate, Ambattur, Chennai - 600 098, through eProcurement Portal <https://tntenders.gov.in> in the presence of bidder's authorized representative who may wish to be present on the date of opening.
- 2.13.1.2. Technical Bid would be opened first on the due date and time. Pre-Qualification Criteria such as payment of EMD and compliance with pre-qualification conditions will be checked. The supporting documents would be cross checked wherever required.
- 2.13.1.3. Only the Technical Bid will be opened on the due date.
- 2.13.1.4. In the event of the specified date for tender opening day is declared as a holiday, bids will be opened on the next working day at the same time and venue.

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

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

## **2.14. e-TENDER EVALUATION CRITERIA**

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

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

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

- 2.14.1.1. Payment of EMD in accordance with Tender Clause No.2.7.
- 2.14.1.2. Furnishing the tender document, Annexures, Amendments if any and any other document wherever insisted in the tender document duly signed.
- 2.14.1.3. Compliance with the Pre-Qualification Criteria indicated in Tender Clause no. 3.0
- 2.14.1.4. Compliance with Technical specifications of tendered items as per tender Clause 7.0
- 2.14.1.5. If any clarification is needed from the bidder about the deficiency in his uploaded documents in technical bid he will be asked to provide it through Tamil

Nadu Tender portal. The bidder shall upload the requisite clarification/ documents within the time specified failing which tender will be liable for rejection

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

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

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

2.14.2.2. The evaluation of offer will be computed by taking into account supply for each variants.

2.14.2.3. The evaluation for L1 shall be on end price for each variants.

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

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

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

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

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

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

2.15.2.1. Not covering the entire scope of supply.

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

2.15.2.3. Not properly signed by the bidder.

2.15.2.4. From any black listed Firm or Contractor.

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

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

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

### **2.16. NEGOTIATION :**

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

## **2.17. SECURITY DEPOSIT:**

**2.17.1.** After Evaluation and finalization of pre qualification cum technical bids and Commercial bids, selected successful tenderers would be required to furnish a Security Deposit at 5% of ordered value, drawn by means of Demand Draft from any Indian Nationalized Bank / Scheduled Commercial Bank in India (Approved by the Reserve Bank of India) drawn in favour of "The Joint Managing Director, TCMPF Ltd., Chennai – 600 098", payable at Chennai (or) the successful tender shall furnish Irrevocable Bank Guarantee from any Indian Nationalized Bank / Scheduled Commercial Bank in India (Approved by the Reserve Bank of India) within 15 days from the date of notifying to them and validity period of Irrevocable Bank Guarantee will be 1 year from the date of execution of the contract for the above security amount value. The EMD already paid along with tender shall be adjusted against SD to be paid by the successful bidder.

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

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

## **2.18. AGREEMENT :**

2.18.1. The successful bidder has to execute an agreement on Rs.100/-non-judicial stamp paper incorporating the terms and conditions of the contract and the specification within 15 days from the date of acceptance of the tender. In case of default of either of the conditions (i.e) remitting the security deposit or execution of the agreement within the time allowed, the EMD paid is likely to be forfeited by TCMPF.

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

2.18.3. If the TCMPF incurs any loss / additional expenditure due to the negligence of the contractor in connection with the work during the period of contract, the same shall be recovered together with all charges and expenses from the contractor.

**2.19.** The variation in the statutory levies and taxes by State Government / Central Government shall be effected on the basic price to the benefit of either the tenderer or the Federation as the case, it may be.

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

- 2.20.1** The Federation reserves the right to place its procurement orders with more than one qualifying tenderer, to ensure uninterrupted supply.
- 2.20.2** The successful tenderer will be intimated with the details of the quantity and the delivery schedules upon signing the agreement and on remittance of security deposit.
- 2.20.3** Approximate quantity required by the Federation is 24.00 Lakh Nos. of 100gm IML Khoa Bowl with Lids, 19.00 Lakh Nos. of 250gm IML Khoa Bowl with Lids and 1.80 Nos. of 500gm IML Khoa Bowl with Lids during the contract period of 2024-2026 and the contract period is effective for 24 months from the date of awarding of contract. Wherever there is variation in the requirement of quantity, the delivery schedule shall also be modified accordingly by the Federation.
- 2.20.4** The Federation will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted for arrival at good condition to the destination, the consignee will intimate the supplier as soon as possible but not later than three days of the date of arrival of stores, if any loss that may have occurred during transit. Tenders in which transit insurance cost has been claimed as extra shall not be considered.
- 2.20.5** In the usage of particular consignment, if any portion is not conforming to the specifications, such portions are liable to be rejected. The supplier will be informed about the rejection of the consignment within 15 days from the date of inspection.
- 2.20.6** The supplier should make their own arrangements to clear such rejected consignments within seven days from the date of receipt of intimation at their own cost. The Federation shall not be responsible for any loss and/or deterioration of quality of such rejected consignment not cleared in time by the supplier.

## **2.21 PENALTY CLAUSE:**

- 2.21.1** Time being the essence of contract, no variation shall be permitted in the delivery time as prescribed in the delivery schedule. If the tenderer fails to supply in full or part of the consignment as per the delivery schedule, a penalty of 0.5% per month of the invoice value for the delayed period will be deducted, besides the Federation reserves the right to cancel the order for



the undelivered portion of the consignment. If such delay is repeated 3 times, the contract may be cancelled in full and an amount equivalent to double the actual loss incurred shall be recovered and SD will be forfeited.

- 2.21.2** Notwithstanding anything contained in the tender schedule, no obligation rests on the Federation to accept the lowest tender and the Federation shall also have the right to accept or reject any or all the tenders fully or partly without assigning any reasons.
- 2.21.3** For violation of any of the terms and conditions of the contract, the Federation reserves the right to terminate the contract, with or without notice as applicable.
- 2.21.4** 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.
- 2.21.5.** If the tenderer 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.
- 2.21.6.** If the successful tenderer defaulted to execute agreement or to pay Security Deposit or to supply ordered quantity either in part or full shall be debarred from participating in this subsequent tender for a period of 3 years.

## **2.22. VIOLATION OF CONTRACT:**

- 2.22.1.** Notwithstanding anything contained in the tender schedule, no obligation is cast on the Federation to accept the lowest tender and the Federation shall also have the right to accept or reject any or all the tenders without assigning any reasons.
- 2.22.2.** For violation of any of the terms and conditions of the contract, the Federation reserves the right to terminate the contract, with or without notice, as applicable.
- 2.22.3.** In the event of pre-mature termination of contract, the SD will be forfeited and any of the resultant loss shall be recovered from pending bills if any and the difference in cost on that of alternate supply procured shall be recovered from the defaulting tenderer.

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

**2.23. LEGAL JURISDICTION:**

**2.23.1. DISPUTES AND ARBITRATION**

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

**2.23.2. LEGAL JURISDICTION**

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

**2.24. SAMPLE:**

- 2.24.1.** The successful tenderer should submit their samples for the IML Khoa Bowl Variants allotted to them after the award of contract as per the delivery schedule prescribed by the Federation.

*As per Rule 14(8) of TMTT Rules, 2000 under the head of Commercial Conditions states that "The tender documents shall include a price adjustment clause to reflect any changes either upward or downward in major cost components such as labour, equipment, material and fuel, based on a prescribed formula in the case of large contracts where the period of execution is likely to exceed eighteen months." Based on the above, the price escalation clause is included as follows:*

**2.25 PAYMENT TERMS(BASED ON RELIANCE GRANULE SUPPLIER PRICE BEING THE BASIS):**

- 2.25.1** The **Polypropylene(PP)** prices fixed by Reliance Industries Ltd. will be the basis for fixation of the price of IML Khoa Bowl and Lids respectively.
- 2.24.2** The end price of IML Khoa Bowl and Lids shall take into account the Input Tax benefits/credit available in the price of **Polypropylene(PP) B650MN** respectively.
- 2.24.3** Price revision of IML Khoa Bowl and Lids will be given effect to as and when the Reliance Industries Ltd. revises the price of **Polypropylene(PP) B650MN** respectively. In the upward revision of prices of **Polypropylene(PP) B650MN** by Reliance, the Input Tax credit available in the increase in the price of **Polypropylene(PP) B650MN** should be fully adjusted in the corresponding increase in GST payable on the Ghee Jars. In the downward revision of the price of **Polypropylene(PP) B650MN** by Reliance the relief in the GST on the IML Khoa Bowl /Lids after adjusting the Input Tax fully shall be passed on, in the end price of IML Khoa Bowl/Lids to the benefit of the Federation.

- 2.24.4** Pricing of granule manufacturer M/s.Reliance Industries Ltd. will only be the deciding factor based on the last officially communicated date about pricing as on date of despatch of that consignment and no dealer/sub-dealer offer will be entertained.
- 2.24.5** Ex-factory pricing of M/s.Reliance Industries Ltd. at Chennai pertaining to the successful tenderers will only be considered for pricing. At the time of commercial bid, the successful tenderer has to furnish the Ex-factory pricing of M/s.Reliance Industries Ltd. at Chennai.
- 2.24.6** The proportionate yield will be calculated as weight of the IML Kboa Bowl or weight of the Lids/1000 grams/250 grams/500grams respectively for IML Khoa Bowl and Lids.
- 2.24.7** The tenderer should indicate the **Polypropylene(PP) B650MN** rate based on which they have computed IML Khoa Bowls each variant rate while quoting their commercial bid with the Reliance Price Chart as supporting document.
- 2.24.8.** The supplier shall submit necessary invoice for the supply in duplicate along with a copy of the delivery challan for making payment. The purchase order No. and date shall be specified in the Invoice.
- 2.24.9.** The payment shall be made within 30 days from the date of receipt of the goods at the Products Dairy Stores and acceptance on the quality.
- 2.24.10.** Any changes in statutory levies and taxes by State Government / Central Government shall be effected on the basic price.

**2.25. PAYMENT TERMS:**

- 2.25.1.** The supplier shall submit necessary invoice for the supply in duplicate along with a copy of the delivery challan for making payment. The purchase order No. and date shall be specified in the Invoice.
- 2.25.2.** The payment shall be made within 30 days from the date of receipt of the goods at the Metro Dairies Stores and acceptance on the quality.
- 2.25.3.** Any changes in statutory levies and taxes by State Government / Central Government shall be effected on the basic price to the benefit of either the Contractor (or) Federation as the case, it may be.

**2.25. CANCELLATION OF TENDER :**

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

**2.26. AMBIGUITIES IN CONDITIONS OF TENDERS:**

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

### 3.0 PRE-QUALIFICATION CRITERIA

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

- 3.1.** The tenderer should be a [Manufacturer](#) for the item tendered for.
- 3.2.** The tenderer should have necessary and complete infrastructure facilities for [manufacturing](#) of the item tendered for. The details of infrastructure facilities should be submitted along with Part-I Technical bid.
- 3.3.** The tenderer should have a previous experience record for having [supplied a minimum of 50% of the tendered quantity \(or\) more or similar type of Polypropylene Container](#) to any of the reputed Companies / Firms / Co-operatives in Tamil Nadu or outside Tamil Nadu in the past three years and should submit the authenticated copies of purchase orders (or) invoices and client list along with Part-I Technical bid to support.
- 3.4.** The tenderer should furnish the authenticated performance certificates obtained within three years from their clients for the above said supply of [Polypropylene Container](#).
- 3.5.** The tenderer should have a minimum of three years experience on supplying of [Polypropylene Container](#).
- 3.6. FINANCIAL:** The tenderer should have the average annual sales turn-over for the last three financial years equal (or) above to the value of the tender quantity [(i.e.) Tender Estimated Value] (or) minimum annual sales turn-over in each of the last three financial years, should not be less than 50% of the value of the tender quantity [(i.e.) Tender Estimated Value]. The financial statements for the last three financial years certified by a Chartered Accountant with Membership number should be enclosed in the Technical Bid.

- 3.7.** The tenderer should submit the Photostat Copy of Valid GST Registration Certificate.
- 3.8.** The tenderer should furnish the Photostat copy of the PAN Card.
- 3.9.** The tenderer should furnish the Photostat copy of valid Factory Registration (or) Incorporation (or) VAT / CST (or) any such registration certificates along with the tender.
- 3.10.** Tenderers not meeting one or all the Tender Clauses of the Pre-qualification Criteria will not be considered for opening of Commercial Bid.

**3.11. VALIDITY OF PRICE :**

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

**3.12. DEVIATION:**

- 3.12.1. The offers of the tenderers with deviations on technical / commercial terms of the tender will be rejected.
- 3.12.2. No alternate offer will be accepted.
- 3.13. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

***3.13.1. Made misleading or false representations in the forms, statements and attachments submitted as proof for the qualification requirements. and/or***

***3.13.2. Record of poor performance such as abandoning the contract, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or***

***3.13.3. Participated in the previous bidding on such contract and had quoted unreasonably high bid prices and could not furnish apt rational justifications.***

## **4.0 TENDER EVALUATION CRITERIA**

4.1. The tenders will be evaluated strictly as per the Tamilnadu Transparency in Tenders Act 1998 and the Tamilnadu Transparency in Tenders Rule 2000. The tender offers received will be examined to determine whether they are in complete shape, all required data have been furnished, properly signed and generally in order and confirms to all the terms and conditions of the specification without any deviation. For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving the evaluation price.

4.2. The quoted price will be corrected to arithmetical errors. In case of discrepancy between the price quoted in words and figures, lower of the two shall be considered.

**4.3.1. As the commodity is so vital in nature, the tender accepting authority wish to have more than one supplier such that the lowest evaluated price quoted tenderer will be placed 70% of the total quantity for each variant and the second lowest price quoted tenderer will be placed for rest of the quantity, on accepting for the first lowest offerer's (L1) price.**

**4.3.2. The evaluation criteria for all the three variants of requirement shall be as below individually**

**100 grams – L1**

**250 grams – L1**

**500 grams – L1**

**If two or more different firms have offered the same rates for one particular item the L1 for that particular item will be decided by obtained on the spot sealed offers and on opening before the committee members, L1 will be finalized.**

**The same procedure will be followed for all the remaining variants.**

**L1 for each item will be finalised individually and not cumulative total basis.**

4.4. The evaluation shall include States Goods and Services Tax, Central Goods and Services Tax, Integrated Goods and Services Tax and all central duties such as customs duty as a part of the price, as detailed below:-

4.4.1. In evaluation of the price of an imported item, the price has to be determined inclusive of the customs duty.

4.4.2. In evaluation of the price of articles which are subject to States Goods and Services Tax, Central Goods and Services Tax, Integrated Goods and Services Tax, the price has to be determined with such States Goods and Services Tax, Central Goods and Services Tax, Integrated Goods and Services Tax.

4.5. The percentage of GST shall be indicated in the offer.

### **4.6. DEVIATION:**

**4.6.1.** The offers of the tenderers with deviations in commercial terms of the tender document are liable for rejection.

**4.6.2.** No alternate offers will be accepted.

## **5.0 POST AWARD SUPPLY - TERMS AND CONDITIONS:**

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

## 6.0 DETAILS OF THE ONE YEAR REQUIREMENT TO BE SUPPLIED

6.1. Details of quantity of following items to be supplied is as follows

Sl. No.	Product Description	Annual Requirement
1.	100gm IML Khoa Bowl with Lids	24,00,000 Nos.
2.	250gm IML Khoa Bowl with Lids	19,00,000 Nos.
3.	500gm IML Khoa Bowl with Lids	1,80,000 Nos.

6.2. 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 as per Rule 14(9) of Tamil Nadu Transparency in Tenders Rules, 2000.

6.3. The Bidder should ensure that the quantity of supply of tendered items / works should be as per the delivery schedule given by the Unit. However, TCMPF reserves the right to modify the quantity ordered depending upon the requirement.



## 7.0 – TECHNICAL SPECIFICATIONS

	<b>THE TAMILNADU CO-OP. MILK PRODUCERS' FEDN. LTD.</b>
	<b>SPECIFICATIONS</b>
<b>100gm IML Khoa Bowl</b>	

### **MATERIAL CODE: POLYPROPYLENE(PP) B650MN**

**A. Material Description:** Made out of food grade polypropylene. Overall migration limit as per IS.9845. Surface shall be smooth without any sharp edges. The lid shall be suitable to fit properly and material shall be strong enough. There shall not be any foreign material and objectional odour. There shall not be any breakage, crack and de-shaping while on receipt/handling. Food Grade Certificate should be produced along with tender/quotation/supply of the materials.

**B. Printing:** As per “Aavin” artwork. Print matters should be sharp and there should not be smudging/spreading of print matters. Pigment/colorants should be as per IS:9833-1981.

### **C. Colour:**

Lid & Bottom: Transparent and printing

### **D. Dimension:**

#### **Container Parameter:**

<b>Shape</b>	:	<b>Round</b>
<b>Top Dia.(Outer)</b>	:	<b>69mm ± 1mm</b>
<b>Top Dia.(Inner)</b>	:	<b>61.5mm ± 1mm</b>
<b>Bottom Dia.(Outer)</b>	:	<b>56.5mm ± 1mm</b>
<b>Height</b>	:	<b>51.5mm ± 0.5mm</b>
<b>Weight of the Cup</b>	:	<b>7.5gm ± 0.5gm</b>

#### **Lid Parameter:**

<b>Length</b>	:	<b>66.5mm ± 1mm</b>
<b>Width</b>	:	<b>66.5mm ± 1mm</b>
<b>Height</b>	:	<b>6.5mm ± 0.5mm</b>
<b>Weight of the Lid</b>	:	<b>2.5gm ± 0.5gm</b>
<b>Total Weight(Container+Lid)</b>	:	<b>10gm ± 1.5gm</b>

### **Rejection Condition:**

- 1. When the material does not meet the above acceptable quality standards, it will be rejected in the tender/quotation/supply.**
- 2. When the food grade certificate is not produced at the time of tender/quotation/supply of the materials**



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

**SPECIFICATIONS**

**250gm IML Khoa Bowl**

**MATERIAL CODE: POLYPROPYLENE(PP) B650MN**

**A. Material Description:** Made out of food grade polypropylene. Overall migration limit as per IS.9845. Surface shall be smooth without any sharp edges. The lid shall be suitable to fit properly and material shall be strong enough. There shall not be any foreign material and objectional odour. There shall not be any breakage, crack and de-shaping while on receipt/handling. Food Grade Certificate should be produced along with tender/quotation/supply of the materials.

**B. Printing:** As per "Aavin" artwork. Print matters should be sharp and there should not be smudging/spreading of print matters. Pigment/colorants should be as per IS:9833-1981.

**C. Colour:**

Bottom : Transparent  
Lid : With Printing

**D. Dimension:**

**Container Parameter:**


Shape : Round  
Top Dia.(Outer) : 115.6mm ± 1mm  
Top Dia.(Inner) : 105mm ± 1mm  
Bottom Dia.(Outer) : 96.5mm ± 1mm  
Height : 42mm ± 1mm  
Neck Height : 10.5mm ± 0.5mm  
Weight of the Cup : 14gm ± 1.5gm

**Lid Parameter:**

Length : 112.1mm ± 1mm  
Width : 112.1mm ± 1mm  
Height : 8.7mm ± 0.5mm  
Weight of the Lid : 7gm ± 1gm  
Total Weight(Container+Lid) : 21gm ± 1gm

**Rejection Condition:**

1. When the material does not meet the above acceptable quality standards, it will be rejected in the tender/quotation/supply.
2. When the food grade certificate is not produced at the time of tender/quotation/supply of the materials

	<b>THE TAMILNADU CO-OP. MILK PRODUCERS' FEDN. LTD.</b>
	<b>SPECIFICATIONS</b> <b>500gm IML Khoa Bowl</b>

**MATERIAL CODE: POLYPROPYLENE(PP) B650MN**

**A. Material Description:** Made out of food grade polypropylene. Overall migration limit as per IS.9845. Surface shall be smooth without any sharp edges. The lid shall be suitable to fit properly and material shall be strong enough. There shall not be any foreign material and objectional odour. There shall not be any breakage, crack and de-shaping while on receipt/handling. Food Grade Certificate should be produced along with tender/quotation/ supply of the materials.

**B. Printing:** As per "Aavin" artwork. Print matters should be sharp and there should not be smudging/spreading of print matters. Pigment/colorants should be as per IS:9833-1981.

**C. Colour:**

Lid & Bottom: Transparent and printing

**D. Dimension:**

**Container Parameter:**

Shape	:	Round
Top Dia.(Outer)	:	115.6mm ± 1mm
Top Dia.(Inner)	:	105mm ± 1mm
Bottom Dia.(Outer)	:	88mm ± 1mm
Height	:	88.7mm ± 0.5mm
Neck Height	:	10.5mm ± 0.5gm
Weight of the Cup	:	20gm ± 1.5gm

**Lid Parameter:**

Length	:	112.1mm ± 1mm
Width	:	112.1mm ± 1mm
Height	:	8.7mm ± 0.5mm
Weight of the Lid	:	7gm ± 1(min)
Total Weight(Container+Lid)	:	27gm ± 1gm

**Rejection Condition:**

1. When the material does not meet the above acceptable quality standards, it will be rejected in the tender/quotation/supply.
2. When the food grade certificate is not produced at the time of tender/quotation/ supply of the materials

**ANNEXURE-I**

**PROFILE OF THE BIDDING ORGANISATION**

The Bidder shall furnish the following details without fail:

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

Note: The Bidder must upload documentary proof for the above details without fail.

I/we hereby declare that the details furnished above are true and correct to the best of my knowledge. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/we am/are aware that I/we may be held liable for it.

**Signature of the Bidder with office seal**

Place:

Date:

**ANNEXURE-II**

**FINANCIAL CAPABILITY**

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

S. No.	Financial Years	Sales / Revenue Turnover in Lakh (Rs)
1.	2021-22	
2.	2022-23	
3.	2023-24	
	Total	

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

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

**Signature of the Bidder with office seal**

Place:

Date:

**ANNEXURE-III**

**DECLARATION FORM**

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

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

Sir,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref. No.: 4288/K1/2024

Name of Tender / Work / Item : **Purchase of 100gm/250gm/500gm IML Khoa Bowl with Lid to meet two years requirement to Products Dairy**

\*\*\*\*\*

We, the undersigned, declare that:

1. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents including all documents like detailed technical specification, annexure(s), etc ,
2. I/we agree to abide by all the detailed specifications, terms and conditions stipulated by the TCMPF which I/we have read and understood.
3. I/we certify that I/we have fully read and understood the instruction to bidders for online bid submission given by TCMPF, and any lapse to properly submit the bids result in rejection of the bid submitted.
4. I/we certify that the tender is offered without any alteration / addition / omission.
5. The corrigendum(s) issued from time to time by your department/ organisation too has also been taken into consideration, while submitting this declaration form
6. I/ we certify that all the conditions of the tender are accepted.
7. I/we agree that the TCMPF, is not responsible for any data corruption that might arise during the transmission / uploading of data in the website or due to disruption in communication error in my / our tender.
8. I/we agree that the TCMPF, has right to change schedule of opening or any technical corrective action to resolve any error that might arise during the opening of the e-tender by TCMPF.

9. I/we certify that I/we are responsible for the uploading of correct copies of scanned documents as per the e-tender procedure of TCM PF.
10. I/we understand that any error in doing so my / our tender may be summarily rejected by TCM PF.
11. I/We hereby agree to hold the tender offer valid for acceptance for a period of 180 days from the date of opening of Part – I – Technical bid
12. In the event of failure on my / our part to comply with all the requirements mentioned in this tender document I / we unconditionally agree that the department is at its liberty to reject my/our tender including the forfeiture of the full said earnest money deposit absolutely.

**Signature of the Bidder with office seal**

Place:

Date:

**ANNEXURE – IV**

**CERTIFICATE OF CONFORMITY**

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

SIGNATURE OF THE BIDDER :

FULL NAME :

DESIGNATION :

SEAL OF COMPANY :



## **ANNEXURE – V**

### **AFFIDAVIT**

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

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

Dated Signature of Applicant with Seal:

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

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

(Title of the Officer)

(Title of the firm/Company)

(Date)

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

(Signature of the Notary Public)

**ANNEXURE – VI**  
**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT**  
**FACILITIES**

**BANK CERTIFICATE**

This is to certify that M/s ..... is a reputed company with a good financial standing.

If the contract for the work, namely, \_\_\_\_\_ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs..... to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager .....

Name of the senior Bank Manager .....

Address of the Bank .....

Stamp of the Bank

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

**ANNEXURE – VII**

**BIDDER’S EXPERIENCE DETAILS**

Details of purchase orders successfully executed in last five years / performance certificates of last three years may please be summarized chronologically in the given format and copies of the same may be scanned and uploaded.

S. No.	Name and address of the Purchaser	Name of the Works/Items	Purchase Order No. & Date	Qty.	Value of order in Rs. Lakh	Performance Certificate obtained on
1.						
2.						
3.						
4.						

Signature of the Bidder with office seal

Place:

Date:

**Annexure – VIII**

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

1. (a) Is the Applicant currently involved in any Arbitration / litigation relating to any contract works	Yes/No
(b) If Yes, Details thereon	
2. (a) Has the Applicant or any of it's constituent partners been Debarred/Expelled by any agency during the last Three years	Yes/No
(b) If yes, Details thereon	
3. (a) Has the Applicant or any of it's constituent Partners failed to complete, any contract work during the past Three years	Yes/No
(b) If yes, give details thereon	

**Dated Signature of Applicant with seal**

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

**ANNEXURE – IX  
FINANCIAL BID**

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

SL. NO.	ITEM DESCRIPTION	QTY.	Units	Basic Raw material cost per Kg. for Polypropylene(PP) Rs. P	Basic Price per Khoa IML Bowl with Lid Rs. P.	Conversion Cost for per Polypropylene(P P) Khoa IML Bow with Lid including Labour Cost, EB, Packing & Forwarding, Loading & Unloading, Freight Charges, Transit Insurance if any etc. (Detailed Conversion Cost Break-up shall be submitted at the time of Price Bid Opening) Item No.7 shall be constant and fixed throughout the tender period. Rs. P.	GST value on the Total Value of Col. 6 &7 to be entered by the Bidder Rs. P	TOTAL AMOUNT with Taxes Rs. P.	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9	10
1.01	100gm Khoa IML Bowl with Lid								
1.02	250gm Khoa IML Bowl with Lid								
1.03	500gm Khoa IML Bowl with Lid								

- 1). The rate quoted in the Financial Bid (BOQ - Excel online) shall remain constant during the period of contract or till extended period if any and no other additional charges on any account will be claimed. The above rate is on F.O.R. which is inclusive of all viz. material cost, GST/IGST for supply, transport charges, toll charges, transit insurance, loading and unloading charges, etc.
- 2). All the rates should be only in terms of Indian Rupees.
- 3). After the financial bid opening, the L1 bidder shall furnish complete break up details for the bill of materials mentioned in the Technical Specification in a separate sheet for Price, GST/IGST, with the percentage.

**Signature of the Bidder with office seal**

Place:  
Date:

## CHECK LIST

### **BIDDER TO FILL IN THE CHECK LIST AND UPLOAD IN THE ONLINE PORTAL WHILE SUBMITTING THE TENDER**

(State YES / NO for each item)

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

S. No.	Description	Bidders Response
<b>I.</b>	<b>TECHNICAL BID</b>	
1.	Whether details of E-Remittance towards EMD Amount is uploaded.	Yes/No
2.	Whether documentary evidence for manufacturer of tendered item as per tender clause 3.1 are uploaded	Yes/No
3.	Whether the copies of purchase orders / supply orders within a period of 3 years from the date of tender opening in respect of tendered items as per Tender Clause No. 3.3 are uploaded.	Yes/No
4.	Whether the copies of Satisfactory supply Completion Certificate / Performance Certificate (indicating the period of supply) for which Purchase Order / Supply order furnished as per 3.3 within a period of 3 years from the date of tender opening as per Tender Clause No. 3.4 are uploaded.	Yes/No
5.	Whether documentary evidence for minimum experience of 3 Years in the manufacturing of tendered items as per tender clause 3.5 are uploaded	Yes/No
6.	Whether documentary evidence for average annual sales turn-over for the last three financial years (2019-20, 2020-21 & 2021-22) are uploaded as per tender clause 3.6 are uploaded	Yes/No
7.	Whether the tender documents are Digitally signed and uploaded	Yes/No
8.	Whether the following Supporting Documents, including the Annexures / Amendments are uploaded duly signed and sealed in each and every page, failing which their offer will be rejected	Yes/No
	a). Profile of the Bidding Organisation as per Annexure-I	Yes/No
	b). Financial Capability as per Annexure-II	Yes/No
	c). Declaration Form as per Annexure-III	Yes/No
	d). Certificate of Conformity as per Annexure-IV	Yes/No
	e). AFFIDAVIT as per Annexure-V	Yes/No
	f). BANK CERTIFICATE as per Annexure-VI	Yes/No
	g). Bidder's Experience Details as per Annexure-VII	Yes/No
	h). Details of Abandonment of work Litigation / debarring done as per Annexure – VIII	Yes/No
	i). Any other documents wherever insisted in the tender document.	Yes/No

S. No.	Description	Bidders Response
<b>II.</b>	<b>FINANCIAL BID</b>	
10.	Whether the Financial Bid - BOQ (Excel Format) is filled and uploaded	Yes/No

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

**Important Note:** Bidders must ensure to upload all the required documents indicated in the Tender document without fail in the Online Portal. Bids uploaded without supporting documents (See Clause No 5 Pre-Qualification Criteria) in respect of the various requirements mentioned in the tender document are liable to be rejected at the initial stage itself.



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

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

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

### **REGISTRATION:-**

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

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search operations built in the <https://tntenders.gov.in> to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organisation Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other key words etc to search for a tender published on the CPP portal.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender documents.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender in case they want to obtain any clarification/help from the Helpdesk

#### **PREPARATION OF BIDS:**

- 1) Bidder should take in to account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which bids documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should keep ready the bid documents to be submitted as indicated in the tender document /schedule and generally they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as part of every bid, a provision of uploading such standard documents (e.g PAN card copy, annual reports, auditor certificates etc) has been provided to the bidders .Bidders can use "MySpace" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **SUBMISSION OF BIDS:**

- 1) Bidder should log in to the site well in advance for bid submission so that they can upload the bid in time i.e on or before the bid submission time. Bidder will be solely responsible for any delay due to other issues.
- 2) The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "online" to pay the tender fee/EMD as applicable and enter details of the instrument.

- 4) Bidder should prepare the EMD as per the instructions specified in the tender document.
- 5) Bidder is requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the Financial Bid is a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders.

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

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

#### **ASSISTANCE TO BIDDERS**

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

**SYSTEM REQUIREMENT:**

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

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

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

\*\*\*\*\*