

Tamilnadu Co-operative Milk Producers Federation Ltd.,
Ambattur



(E-Tender through e-Procurement Portal at <https://tntenders.gov.in>)
E-Tender Document for

**CONTRACT WORK FOR RUNNING AN INDUSTRIAL CANTEEN
AT AMBATTUR DAIRY, CHENNAI-600 098 FOR 12 MONTHS
FOR THE YEAR 2024-2025**

Tender Reference No:1614/DGM(P)/AD/Z5/2024

THE DEPUTY GENERAL MANAGER (P),
TAMILNADU CO-OPERATIVE MILK PRODUCERS FEDERATION LTD,
NO.: 29 & 30, INDUSTRIAL ESTATE,
AMBATTUR,
CHENNAI -600 098,
MOBILE: 94441 18091,
Landline: 044-23464528 – 533.
E-Mail:dgmpamb@gmail.com
Website for online bid submission <https://tntenders.gov.in>

TENDER INFORMATION

1. Name and address of the Unit	The Deputy General Manager(P), TCMPF Ltd., No.: 29 & 30, Industrial Estate, Ambattur, Chennai - 600098, Phone:044 - 23464528 - 533. E-Mail: dgmpamb@gmail.com
2. Place of Work	Ambattur Dairy, Chennai - 98
3. Name of the Item/Work	contract work for Running an Industrial canteen at Ambattur Dairy for 12 months for the year 2024-2025
4. Method of Tender	e-Tender System (Online Technical Bid and Commercial Bid) through e-Procurement Portal https://tntenders.gov.in
5. Tender Reference Number	1614/DGM(P)/AD/Z5/2024
6. Tender Estimated Value	Rs.57.26 Lakh
7. Earnest Money Deposit(EMD)	Rs.57,000/- Rupees fifty seven thousand only
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:21.11.2024 to 05.12.2024 4 PM
11.Date of Pre-Bid meeting	Date:27.11.2024 Time:11.30 AM
12.Date of Closing of e-Submission of Technical Bid and Commercial Bid.	Date: 05.12.2024 Time: 4 PM
13.Date and time of opening of Part-I Technical Bid of e-Tender	Date: 06.12.2024 3.00 PM

14.Date and time of opening of Part-II Commercial Bid	The date of opening of Commercial Bid will be informed to the eligible tenderers through Online Portal and registered e-mail.
15.Place of Pre-Bid meeting & Part I Technical Bid and Part-II Commercial Bid opening.	The Deputy General Manager(P), TCMPF Ltd., No.: 29 & 30, Industrial Estate, Ambattur, Chennai – 600098.
16. Special Instructions to the Tenderers/ Tenderers for the e-submission of the bids online through this e-Procurement Portal. The link for which is	<u>https://tntenders.gov.in/nicgep/app?page=HelpForTenderers&service=page</u>
17. Tenderers Manual Kit. The link for which is	<u>https://tntenders.gov.in/nicgep/app?page=TenderersManualKit&service=page</u>

TABLE OF E-TENDER DOCUMENT CONTENTS

<u>Claus eNo.</u>	<u>Description</u>	<u>Page No.</u>
I	TECHNICAL BID	
1	PREAMBLE OF E-TENDER	7
2	INSTRUCTION TO BIDDERS:-	7
3	MODE OF SUBMISSION:	7
4	LANGUAGE OF THE E-TENDER:-	7
5	PRE-QUALIFICATION CRITERIA – TECHNICAL BID (PART-I):-	8
6	SCOPE OF WORK	9-15
7	EARNEST MONEY DEPOSIT	15-16
8	COST OF BIDDING	17
9	SUBMISSION OF E-TENDER	17-18
10	SIGNING OF BIDS	19
11	MODIFICATIONS / CLARIFICATIONS TO TENDER DOCUMENTS	19-20
12	WITHDRAWAL OF BIDS	20
13	OPENING OF E-TENDER	20
14	E-TENDER EVALUATION CRITERIA	20-21
15	REJECTION OF TENDERS	21-22
16	NEGOTIATION	22
17	VALIDITY OF PRICE TENDER	22
18	DEVIATIONS	23
19	SECURITY DEPOSIT	23
20	AGREEMENT	24

21	PAYMENT TERMS:	24
22	TERMINATION OF CONTRACT	25
23	CANCELLATION	25
24	PENALTY	25-26
25	LIQUIDATED DAMAGES	27
26	RIGHTS OF THE FEDERATION	27
27	FORCE MAJEURE	28
28	DISPUTES AND ARBITRATION	28
29	LEGAL JURISDICTION	28
30	INSPECTION	29
31	AMBIGUITIES IN CONDITIONS OF TENDERS:	29
II	ANNEXURE	
	PROFILE OF THE BIDDING ORGANISATION – ANNEXURE-I	30
	FINANCIAL CAPABILITY–ANNEXURE-II	31
	DECLARATION FORM–ANNEXURE-III	32-33
	CERTIFICATE OF CONFORMITY–ANNEXURE-IV	34
	BIDDER’S EXPERIENCE DETAILS–ANNEXURE-V	35
	DETAILS OF ABANDONMENT OF WORK LITIGATION /DEBARRING DONE–ANNEXURE-VI	36
	FIANCIAL BID–ANNEXURE-VII	37-38
III	CHECK LIST	39
32	INSTRUCTION TO BIDDERS FOR SUBMISSION OF ONLINE BIDS IN E-TENDER	40-44
33	General Term and Conditions	44-47
	Undertaking certificate	48

ACRONYMS USED IN THE TENDER DOCUMENT

TCMPF Ltd	TAMILNADU COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED
FSSAI	FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA
DD	DEMAND DRAFT
EMD	EARNEST MONEY DEPOSIT
SD	SECURITY DEPOSIT
LD	LIQUIDATED DAMAGES
LOA	LETTER OF ACCEPTANCE
GST	GOODS AND SERVICE TAX
EPF	EMPLOYEES PROVIDENT FUND
ESI	EMPLOYEES STATE INSURANCE

TECHNICAL BID

1 PREAMBLE OF E-TENDER:-

The Deputy General Manager(P), TCMPF Limited, Ambattur Dairy, Chennai invites Bids only by way of E- Submission from eligible tenderers contract work for Running an Industrial canteen at Ambattur Dairy for 12 months for the year 2024-2025.

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.

2 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 THE BIDDERS WHO DO NOT FULFIL THE “PRE-QUALIFICATION CRITERIA”AS PER CLAUSE 5.0 NEED NOT PARTICIPATE IN THE TENDER. OFFERS NOT SATISFYING THIS “PRE-QUALIFICATION CRITERIA” WILL NOT BE CONSIDERED AND WILL BE SUMMARILY REJECTED.

3 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 LANGUAGE OF THE E-TENDER:-

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

5 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. The Part – I Pre-qualification cum technical bid contain the under mentioned aspects pertaining to the tenderer about his/her suitability, capacity, financial status, antecedents, past performance etc., The tenderer should furnish all the Photostat copies of the following documents and enclose them along with the part-I technical bid.

- 5.01 The tenderer should furnish Earnest Money Deposit of Rs.57,000/- by means of online payment only. No other form of remittance shall be accepted.**
- 5.02** The tenderer should have an average annual financial turnover of minimum 30% of the estimate value in the last 3 years (Financial year i.e., 2021-2022, 2022-2023, 2023-2024) the average annual turnover statement duly certified by the Chartered accountant with proper authentication evidence.
- 5.03** The tenderer should furnish Photostat copy of one year experience certificate for having run an Industrial Canteen or Catering Services on contract basis to any Government organization or Co- operative Institutions or any organization within the period of 5 years as on the date of submitting the tender.
- 5.04** The tenderer should furnish Photostat copy of Employees Provident Fund & Employees State Insurance registration certificates.
- 5.05** The tenderer should furnish Photostat copy of Permanent Account No.
- 5.06** The tenderer should furnish the Photostat copy of the GST registration certificate.
- 5.07** The tenderer should furnish the Photostat copy of the FSSAI copy.
- 5.08** The tenderer should produce all the above mentioned documents in original for verification as and when called for.
- 5.09** The Federation reserves the right to reject the offer of a tenderer who had either been black listed and debarred from participating in any of the subsequent tenderers for non-performance of any work either in part or full in the Past 3 years. Self declaration copy for not blacklisted should be attached in a separate letterhead.
- 5.10** The Federation reserves the right to inspect any organisation where the tenderer run an Industrial canteen or Catering Services.

THE TENDERER NOT COMPLYING WITH THE ABOVE TENDER REQUIREMENTS IS LIABLE TO BE REJECTED.

6. SCOPE OF WORK

- 6.01 The Contractor has to accept the terms and conditions as laid down by the TCMPF Limited and also ensure that quality and standards are followed as laid down by TCMPF Limited.
- 6.02 The Contractor should run the canteen “round” the clock basis with limited service for night shift on all days. The Factory function in the following shifts
- a) First shift from 6.00 to 14.00 Hours.
 - b) Second Shift from 14.00 to 22.00 Hours.
 - c) Third Shift from 22.00 to 06.00 Hours.
 - d) General Shift from 09.00 to 17.30 Hours.
- 6.03 The canteen kitchen and dining hall will be provided with 100 units of electricity and 5000 Litres water and 50 litres of Toned Milk every day by the Federation at free of cost.
- 6.04 The Contractor has to supply the food items listed in the annexure at minimum quoted price on a regular basis every day.
- 6.05 The items mentioned in the annexure are to be supplied at the Following timing at the minimum rates quoted for the TCMPF Limited, Employees (workers/Staff and officers)
- a) Morning Tea - from 6.00 to 7.30 a.m.
 - b) Breakfast - from 08.00 to 9.30 a.m.
 - c) Morning tea & snacks - from 10.00 to 11.00 a.m.
 - d) Lunch - from 12.30 to 01.00 p.m. for “A” shift workers
from 01.00 to 2.00 p.m. for “G” shift workers,
Office Staff and Officers.
 - e) Evening Tea & snacks - from 03.30 to 04.30 p.m.
 - f) Dinner - from 07.30 to 09.30 p.m.
 - g) Night Tea - from 12.00 to 01.00 a.m.

- 6.06 The contractor should make necessary arrangements to provide the catering facilities of the items mentioned in the annexure to the employees of TCMPF Limited on all days of the tender period including Bundh days, Hartal days and even on natural calamity days unless and otherwise it is declared not necessary by the Federation.
- 6.07 No revision of rate will be entertained at any cost during the tender period as well as contract period.
- 6.08 The Contractor will have to make necessary arrangements of utensils and other related items required to prepare the food stuff hygienically with good taste and serve to the employees. Any complaint regarding quality of food supplied will be decided by a Committee appointed by the Management.
- 6.09 The Contractor should prepare, serve vegetarian food only by following hygienic practice.
- 6.10 A Notice indicating the Menu quantity and Price chart is to be displayed in the Canteen Notice Board, daily in the dining hall.
- 6.11 The Contractor shall engage sufficient manpower for smooth functioning of the Canteen as detailed below.
- a) One Canteen Supervisor
 - b) Skilled cook with one Assistant.
 - c) Two Counter Assistant for supplying food items.
 - d) Separate Assistant for collecting used plates, cups, cleaning tables/floor etc. He/She should not be engaged in Kitchen or at food distribution counter.
 - e) Separate Assistant should be engaged for cleaning utensils and plates.

- 6.12 All Canteen Staff should wear clean Uniform, apron, mouthpiece, Hand gloves etc.
- 6.13 The Contractor should maintain clean sanitary environment in the Kitchen and catering area. Wet cleaning should be done daily in the night to maintain hygienic.
- 6.14 The contractor should make his own arrangement for the supply of LPG required for cooking purpose at his own cost.
- 6.15 **Snacks items like salt biscuit, Bonda, Samosa / Medu or Masalavada, Bajji, Pups, Keeraivadai and other food varieties egt., Masaladosa, Podi Idli etc., to be supplied at rates decided by the contractor and collected as cash & carry basis.**
- 6.16 There should not be any non availability or shortage of any of the food stuffs during the timings of supply. In the event of non availability or shortage of food stuffs, the contractor should make immediate arrangements for availability or substitute it with any other food stuff as indicated in the list of menu at the same rate and same quantity.
- 6.17 The Federation has no control over the employees employed by the Successful tenderer. It is for the Successful tenderer to engage the employees of his/her choice and the Federation is concerned only with the quality of the work.
- 6.18 The Successful tenderer should provide two sets of Uniform to his/her employees annually at his/her own cost. He/she should also ensure that the staff are neat and are in clean uniform while on duty.
- 6.19 The Successful tenderer should ensure the personal cleanliness and hygiene of his/her staff.
- 6.20 The Canteen staff will have to undergo medical checkups once in six months as per the relevant provision as per the Factories Act and take necessary preventive medicines as directed by the Medical Officer at the cost of the Successful tenderer. The employees found medically unfit should be removed and replacement should be made immediately.

- 6.21 The Successful tenderer and his/her staff should be courteous while serving food stuffs.
- 6.22 The food stuff should be of good taste and of standard quality. Any complaint regarding the taste, quality and quantity will be decided by a Committee. If it is not up to the mark, suitable penalty will be imposed and the Contractor should improve the taste and quality of the food stuffs.
- 6.23 If the canteen windows or doors or any other items supplied by the Federation is found to be broken or damaged, the cost of damages will be recovered from the contractor.
- 6.24 Any consumption over and above 5000 litres of water, 100 Units of electricity and 50 litres of milk per day, the cost of them will be recovered from the bill of the Successful tenderer.
- 6.25 The Successful tenderer should make necessary arrangements to print and supply the required Nos. of token books at his/her own cost and the same should be delivered at this Office at least 7 days before the last working day of every month for commencement of sales.
- 6.26 The Successful tenderer shall indemnify and keep harmless the TCMPF Limited from any claim by the worker engaged by the Successful tenderer for the purpose under Workmen's Compensation Act, Employees Liability Act or other acts like nature respectively in force.

ANNEXURE-I

THE TAMIL NADU CO.OPERATIVE MILK PRODUCERS' FEDERATION LTD.
AMBATTUR DAIRY, CHENNAI-600 098.

BREAKFAST:

Session	Items	Quality	Quantity	Allotted day	Approximate Nos.
Breakfast (8.00 A.M. to 9.30 AM.)	Idly with Sambar and Coconut Chutney, Onion Chutney	Soft Tasty Rice-IR20/White car rice to be used Udyam/Champion dhal to be used.	100 gm x 3 Nos.	Monday	140 Nos
	Poori with Potato Masala/ Sagu and Coconut Chutney	Annapoorna/ Century / Ashirwad Flour with Atta to be used.	100 gms x 3 Nos.	Tuesday	
	Uthappam/Plain Sambar and Coconut Chutney, Onion Chutney	Should be delicious and Tasty. Rice, Dhal and other ingredients should be in good quality.	150 gms x 2 Nos.	Wednesday	
	Pongal with Sambar and Coconut Chutney	Ponni raw rice Pepper Moong dhal and Cashew nut (Agmark)	250 gms	Thursday	
	Vadai (Methu)		50 gms		
	Chappathi with Dhal/Sagu	Wheat should have good quality	150 gms x3 Nos.	Friday	
	Dosai Sambar, Chutney	Should be delicious and Tasty. Rice, Dhal and other ingredients should be in good quality.	150 gms x 2 Nos.	Saturday	
	Pongal with Sambar and Coconut Chutney	Ponni raw rice Pepper Moong dhal and Cashew nut (Agmark)	250 gms	Sunday	
	Vadai (Methu)		50 gms		

TEA:

6.00 am. to 7.30 am. & 10.00 a.m. to 11.00 a.m. & 3.30 p.m. to 4.30 p.m. & 12.00 a.m. to 01.00 a.m.	Tea Morning , Evening and Night	Tea- Three Roses / Lipton Top Star/TAN Tea (TNGovt.)	120ml	Daily Morning & Daily Evening & Daily Night	600 Cups
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LUNCH:

Meal Lunch 12.30 .pm. to 2.00 p.m.	Rice Fried chilli Appalam, Butter milk,pickle, curd	Boiled Fine Ponni Grade-I	450 gms	Common all days	240 Nos.
	Sambar, Rasam Poriyal, Kottu	Brinjal/Pepper/ Beans Water Gourd		Monday & Saturday	
	Karakuzhambu / Rasam Kerai Poriyal	Senai Tomato Potato		Tuesday	
	Buttermilk kuzhambu Rasam, Kootu, Poriyal	Ladies finger or Bottle Gourd Carrot		Wednesday and Sunday	
	Karakuzhambu / Rasam Kerai Poriyal	Potato Tomato Potato		Thursday	
	Sambar, Rasam Poriyal, Kottu & Payasam	Brinjal/Pepper/ Beans		Friday	

DINNER:

Dinner 7.30 p.m. to 9.30 p.m.	Uthappam/Plain Sambar and Coconut Chutney, Onion Chutney	Should be delicious and Tasty. Rice, Dhal and other ingredients should be in good quality.	150 gms x 2 Nos.	Monday & Sunday	100 Nos
	Dosai Sambar, Chutney	Should be delicious and Tasty. Rice, Dhal and other ingredients should be in good quality.	150 gms x 2 Nos.	Tuesday & Thursday	
	Parotta with Vegetable kurma	Annapoorna/ Century / Ashirwad Flour with Atta to be used.	150 gms x 2 Nos.	Friday	
	Idly with Sambar and Coconut Chutney, Onion Chutney	Soft Tasty Rice- IR20/White car rice to be used Udyam/ Champion dhal to be used.	100 gm x 3 Nos.	Wednesday & Saturday	

7. EARNEST MONEY DEPOSIT

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

S. No.	Name of work	EMD amount
1	contract work for Running an Industrial canteen at Ambattur Dairy for 12 months for the year 2024-2025	Rs.57,000/- (Rupees fifty seven thousand only)

- 7.1 Online payment gateway has been enabled for The TCMPF Ltd in e-Procurement 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>.
- 7.2 The EMD will not carry any interest.
- 7.3 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. The Federation will not be responsible for any sort of difficulty faced/failure in submission of bids online by the bidder.
- 7.4 Any other mode of payment of EMD shall not be accepted.

7.5 Online payment mode(EMD):

7.5.1 During online bid submission 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:

7.5.1.1 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.

7.5.1.2 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.

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

7.5.3 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.

7.6. 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 account. Hence refund process will be initiated automatically, once the bid is rejected by Federation during technical / financial evaluation and Federation is no way responsible for refund of EMD of the unsuccessful bidders.

7.7. EMD EXEMPTION

Only the online payment of EMD is acceptable for the qualification of the tender bid. Any other mode of payment or Exemption from payment of EMD is not acceptable.

7.8. Tenders not accompanied with Online Payment towards the prescribed EMD shall be summarily rejected.

8. COST OF BIDDING

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

9. SUBMISSION OF e-TENDER

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

9.1 General Instructions for Two Part E-Tender:

- 9.1.1 The tender proposes two stage tender system viz. (PART A) Technical Bid and (PART B) Financial Bid. The first stage enables Federation 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.
- 9.1.2 Both the Technical and Financial Bids should be submitted in Online Portal <https://tntenders.gov.in>.
- 9.1.3 In Technical Bid – Documents listed in the **Tender Clause No.9.2** shall be uploaded.
- 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.

9.2. Details to be Uploaded in the Technical Bid:

- 9.2.1 Details of E-Remittance towards EMD Amount. (Screen shot/Payment confirmation) as per **Tender ClauseNo.5.01.**
- 9.2.2 Copy of PAN card as per **Tender ClauseNo.5.05.**
- 9.2.3 Photostat copy of GST Registration as per **Tender Clause No.5.06.**
- 9.2.4 Copies of the EPF and ESI registration as proof for engaging labour on contract as per **Tender Clause No.5.04.**
- 9.2.5 Copy of FSSAI registration certificate as per **Tender ClauseNo.5.07.**
- 9.2.6 Documentary evidence copy of one year experience certificate for having run an Industrial Canteen or Catering services on contract basis to any Government organization or Co-operative institutions or any organization within the period of 5 years as on the date of submitting the tender.**Tender ClauseNo.5.03.**

- 9.2.7 Documentary evidence for average annual sales turn-over for the last three financial years (2021-22, 2022-23 and 2023-2024) as per **Tender ClauseNo.5.02.**
- 9.2.8 Self declaration copy for not blacklisted as per **Tender Clause No.5.09.**
- 9.2.9 The tender document and the following Supporting documents, including the Annexures / Amendments are to be uploaded duly signed and sealed in each and every page
- 1 Profile of the Bidding Organization as per Annexure-I.
 - 2 Financial Capability as per Annexure-II
 - 3 Declaration Form as per Annexure-III
 - 4 Certificate of Conformity as per Annexure-IV
 - 5 Bidder's Experience Details as per Annexure-V
 - 6 Details of Abandonment of work Litigation/debarring done as per Annexure-VI.
 - 7 Any other supporting documents wherever insisted in the tender document.

9.3. Details to be Uploaded in Financial Bid:

- 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 file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 9.3.2 This financial bid will be opened only if the bidder is qualified to execute the tender as per technical bid.
- 9.3.3 The value +/- 20% than the estimated value will be rejected as it is considered unworthable. In case of more bids received at equal value, TT act will be followed.

10. SIGNING OF BIDS

- 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.
- 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 favor of the Signatory should be produced.
- 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.

11. MODIFICATIONS/CLARIFICATIONS TO TENDER DOCUMENTS:

- 11.1 At any time after the issue of the tender documents and before the opening of the tender, Federation 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.
- 11.2 In case any bidder asks for a clarification to the tender documents before 48 hours of opening of tenders, **the DGM (P)**, Ambattur Dairy will clarify the same.
- 11.3 The responses to the clarification will also be notified on <https://tntenders.gov.in> without indicating the source of query.
- 11.4 The Federation at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
- 11.5 All the Bidders must periodically browse in website <https://tntenders.gov.in> till the closing date of this Tender for any amendments or corrigendum issued in connection with this Tender. Federation 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.

11.6 TCMPF Ltd reserves the right to verify the proof submitted. If found any violation, the tender will be summarily rejected.

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.

13. OPENING OF E-TENDER

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

The Tender offers except Financial Bid will be opened electronically on the date and time notified at the Office of the Joint Managing Director, TCMPF Ltd., Ambattur through e-Procurement Portal <https://tntenders.gov.in> in the presence of bidders/their authorized representative who may wish to be present on the date of opening.

13.1.1 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.

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

13.1.3 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.

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.

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.

14.1 Technical Bid Evaluation:

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

14.1.1 Payment of EMD in accordance with Tender ClauseNo.8

- 14.1.2 Furnishing the tender document, Annexures, Amendments if any and any other document wherever insisted in the tender document duly signed.
- 14.1.3 Compliance with the Pre-Qualification Criteria indicated in Tender Clause no 5
- 14.1.4 Compliance with Technical specifications of tendered items / works as per tender conditions.
- 14.1.5 If any clarification is needed from the bidder about the deficiency in his uploaded documents in technical bid form 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.
- 14.1.6 Federation 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.

14.2. Financial Bid Evaluation

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

- 14.2.1 The evaluation of offer will be computed by taking into account all inclusive aggregate end value for the tender quantity shall be considered for evaluation of lowest offer.
- 14.2.2 The evaluation for L1 shall be on total end price of all items per day.

15. REJECTION OF TENDERS

15.1 Tender will be SUMMARILY rejected if

- 15.1.1 The EMD requirements are not complied with as specified in Tender Clause:7.
- 15.1.2 Bid Pre-Qualification Criteria as specified in Tender Clause 5.0 are not complied with.
- 15.1.3 If the documents furnished with the offer is found to be bogus or the documents contains any false particulars.

15.2. Tender is LIABLE to be rejected, if it is:

- 15.2.1 Not covering the entire scope of Running of Industrial Canteen.
- 15.2.2 Not in conformity with Federation's tender terms and Technical Specifications.
- 15.2.3 Not properly signed by the bidder.
- 15.2.4 From any blacklisted Firm or Contractor.
- 15.2.5 Received by Telex/Telegram / E-Mail/fax.
- 15.2.6 Not containing all required particulars as per Annexures I to VI
- 15.2.7 Offer submitted without GSTIN and PAN is liable for rejection.

16. NEGOTIATION

Federation reserves the right to negotiate with the Bidder whose offer is the lowest evaluated price for further reduction of price. Federation 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.

17. VALIDITY OF PRICE TENDER

- 17.1 The rate quoted should be valid for a minimum period for 180 days for acceptance from the due date. The offers with lower validity period are eligible 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 finalization of Tender.
- 17.2 In exceptional circumstances, Federation 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.

18. DEVIATIONS

- 18.1 The offers of the Bidders with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection.
- 18.2 No alternate offer will be accepted after opening the Part – I Technical bids.
- 18.3 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.

19. SECURITY DEPOSIT

- 19.1 The successful bidders would be required to sign an agreement with TCMPF Ltd individually and furnish a Security Deposit of 5% of the order value, drawn by means of Demand Draft from any Indian Nationalized Bank or Scheduled Bank drawn in favour of “The Joint Managing Director, TCMPF Ltd, Chennai -98” payable at Chennai within 15 days from the date of acceptance of the work order.
- 19.2 The EMD already paid along with tender shall be adjusted against security deposit to be paid by the successful tenderer.
- 19.3 No exemption will be given from payment of Security deposit under any circumstances as per TNTT Act and the same should be remitted by above means. Any other form of remittance will not be accepted.
- 19.4 The security deposit will be refunded only after the expiry of 6 months from the date of satisfactory completion of the contract.
- 19.5 The Security Deposit amount will not carry any interest.

20. AGREEMENT

- 20.1 The successful bidder has to execute an agreement with the TCMPF Ltd.
- 20.2 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 Federation.
- 20.3 **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 Federation as the case may be.
- 20.4 The successful bidder should carry out the work, in case of necessity as per the agreement beyond tender period up to the time permitted by the TNTT Rule 14 (9), at the same rate, terms and conditions.

21. PAYMENT TERMS:

- 21.1 The monthly claims will be paid by the Federation. The Contractor shall submit necessary monthly bill in duplicate along with advance stamped receipt, Performance report of the Shift Officer, EPF & ESI Remittance details as per the attendance Register, GST Remittance details, etc.,
- 21.2 The quality of the work as certified by the official concerned only will be considered as work of the day for payment of the bill. The payment shall be made within 30 days from the date of receipt of the bills based on satisfactory performance of the contracts.
- 21.3 NO OTHER TERMS OF PAYMENT WILL BE ENTERTAINED.
- 21.4 Applicable TDS under Income tax Act and GST Act will be deducted from the monthly bill of the successful tenderer and the same will be remitted to the Department concerned.
- 21.5 It is the liability of the successful tenderer to pay GST as per the rules in force.
- 21.6 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.

22. TERMINATION OF CONTRACT

- 22.1 Federation 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.
- 22.2 If the Contractor fails to deliver any or all of the Services within the time schedule specified in the Agreement.
- 22.3 If the Contractor fails to perform any of the obligation(s) under the Contract;
- 22.4 If the Contractor is found to have involved in fraudulent, corrupt and unfair practices in competing for or in executing the Contract.

23. 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, Federation 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 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.

24. PENALTY

- 24.1 FORFEITURE OF EMD/SD:
If the successful bidder fails to act according to the Tender terms and conditions, their SD will be forfeited. If he withdraws the offer after his tender is accepted, his EMD will be forfeited.
- 24.2 If the successful 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. Federation will have the right to divert the order to other bidders.
- 24.3 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% forfeiture of Security Deposit amount shall be imposed.
- 24.4 If the successful tenderer fails to execute the above said nature of work, the following penalty will be imposed and the penalty amount will be recovered from the monthly claim bill.

The following penalties will be imposed on the successful tenderer for the following lapses:-

- 24.5 The cooked items should be properly covered with cover and lids. If not properly covered, a fine of Rs.500/- per instance will be recovered.
- 24.6 The Canteen windows, doors and wash basin should be properly cleaned. Failing which, a fine of Rs.1000/- per instance will be recovered.
- 24.7 Unsatisfactory work in up-keeping conditions if found out by the officials, a fine of Rs.500/- per instance will be recovered.
- 24.8 The canteen and its surroundings should be kept neat, clean, hygienic, free from flies, lizards, cockroaches, rodents and insects. Failing which Rs.1000/- per instance will be recovered.
- 24.9 Penalty at 5 times of the MRP cost will be recovered from the bill of the successful tenderer if milk packet or milk product or any dairy materials are found with the worker of the successful tenderer at the Security Gate while leaving from the duty. Such worker should be immediately stopped from working at this dairy canteen.
- 24.10 The canteen staff who are handling food stuffs must wear clean uniform, gloves, clean apron and cap with the name or emblem of the company. Failing which Rs.500/- per instance as penalty will be imposed.
- 24.11 The successful tenderer should follow the menu/ schedule. If not follow the menu/ schedule any complaints received from workers / canteen committee member penalty will be imposed Rs.1000/- per instance.
- 24.12 If any complaints are received from the canteen committee regarding food quality issues penalty will be imposed minimum Rs.2000/- to Rs.5000/- per instance.
- 24.13 The canteen kitchen area should be painted for every six months once failing which it will be painted by the Federation and the cost will be recovered from the successful tenderer.
- 24.14 The successful tenderer should not use artificial colouring materials in food, failing which Rs.1000/- per instance as penalty will be imposed.
- 24.15 Items banned by the government/ Expired items should not be used in the canteen & dairy premises.
- 24.16 If any hair and stone / insect presence in food items, a penalty of Rs.2000/- shall be imposed per instance.

25. LIQUIDATED DAMAGES

- 25.1 If the bidder / Contractor fails in his due performance of the contract within the time fixed in the schedule accompanying the order or extension of time granted.
- 25.2 Liquidated damages will be levied at Rs.100/- per day for the number of days that the work has been delayed.

26. RIGHTS OF THE FEDERATION:

- 26.1 If the bidder fails to execute the work in full or part of the order as per the Agreement or Work order, the Federation shall reserve the right to cancel the order besides forfeiture of EMD/Security Deposit.
- 26.2 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.
- 26.3 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.
- 26.4 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.
- 26.5 If the bidder defaulted in any of the previous tenders to execute agreement or to pay Security Deposit or to Work ordered quantity either in part or full will not be eligible from participating in this tender.
- 26.6 If the successful bidder either in Federation defaulted to execute agreement or to pay Security Deposit or to Work ordered either in part or full shall be debarred from participating in the subsequent tenders for a period of 3 years.

27. FORCE MAJEURE

- 27.1 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.
- 27.2 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.

28. DISPUTES AND ARBITRATION:

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

29. LEGAL JURISDICTION

In case if either party to the tender is aggrieved by the award of the arbitrator so appointed as per clause 28.0 or otherwise, they can appeal to Court of Deputy Registrar (Dairying), Thiruvallur. The legal jurisdiction will be only Deputy Registrar (Dairying), Thiruvallur.

30. INSPECTION

The Federation officials may inspect the contract work at any time during the contract period. The Contractor has to assist the officials in report generation.

31. 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.

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) 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	2021-22	
2	2022-23	
3	2023-24	
	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 DEPUTY GENERAL MANAGER(P),
TAMILNADU CO-OPERATIVE MILK PRODUCERS FEDERATIONLTD
NO.: 29 & 30, INDUSTRIAL ESTATE,
AMBATTUR,
CHENNAI – 600 098.

Sir,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref. No.:1614/DGM(P)/AD/Z5/2024

Name of Tender: contract work for Running an Industrial canteen at Ambattur Dairy for 12 months for the year 2024-2025.

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 Federation 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 Federation, 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/ organization 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 Federation 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 Federation 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 Federation.
- 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 Federation.
- 10) I /we understand that any error in doing so my /our tender may be summarily rejected by Federation.
- 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

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/Item	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 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	

Signature of Bidder 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
 PART-II COMMERCIAL BID
 PRICE QUOTATIONS: RATE QUOTED

<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 5px; background-color: #4a86e8; color: white; border-radius: 5px;">Validate</div> <div style="border: 1px solid black; padding: 5px; background-color: #4a86e8; color: white; border-radius: 5px;">Print</div> <div style="border: 1px solid black; padding: 5px; background-color: #4a86e8; color: white; border-radius: 5px;">Help</div> </div>					
Tender Inviting Authority: The Joint Managing Director, TCMF Limited, Ambattur, Chennai -98.					
Name of Work: Work contract for running an industrial canteen at Ambattur Dairy for 12 months for the year 2024-2025.					
Contract No:1614 /DGM(P)/AD/Z5/2024					
Name of the Bidder/ Bidding Firm / Company :					
PRICE SCHEDULE					
(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)					
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)					
NUMBER #	TEXT #	NUMBER #	NUMBER#	NUMBER #	TEXT #
Sl. No.	Item Description	BASIC RATE for 1 No. In Figures To be entered by the Bidder in Rs. P	GST @ 5% Amount in Figures to be entered by the Bidder INR Rs. P	TOTAL AMOUNT for 1 No. (End rate is inclusive of all costs, payment of GST and any incidental services) Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6
1	Running an industrial canteen at Ambattur Dairy.				
1.01	Breakfast -140 Nos. / Dinner 100 Nos. (Rate should be quoted for 1 No.)			0.00	INR Zero Only
1.02	Lunch Meal 240 Nos. (Rate should be quoted for 1 No.)			0.00	INR Zero Only
1.03	Tea 600 Nos.(Rate should be quoted for 1 No.)			0.00	INR Zero Only
Total in Figures				0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only			

Note: Kindly refer the Annexure-I under the head of “Scope of work” at the page No:9 to 15 for the item wise details.

1. The rate offered in the part – II Commercial bid should be inclusive of GST and all other costs.
2. The rate should be quoted for the above work both in figures and in words without any correction. If any corrections made, it should be attested by the tenderer or his/her authorised signatory.
3. If there is variation of rates found between figures and words, the lower of the two shall be considered.
4. If the rate quoted above is not agreed by the tenderer after opening of commercial bid, the Earnest Money Deposit remitted by the Tenderer shall be forfeited fully.
5. The successful tenderer shall be responsible for the discharge of all legal obligations under various labour legislations in force to his/her workers and take care of other statutory dues.
6. **Even though menu differs, single rate should only be quoted for Breakfast, Tea, Meals per item separately.**
7. All inclusive aggregate end value for the tender quantity shall be considered for evaluation of lowest offer.
8. Rate worked out cost sheet should be submitted during the online opening of commercial bids meeting.

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
I.	TECHNICAL BID	
1.	Whether details of E-Remittance towards EMD Amount is uploaded as per tender clause 5.01.	Yes/No
2.	Whether documentary evidence for Financial turn over for last three FY years are uploaded as per tender clause 5.02.	Yes/No
3.	Whether documentary evidence for experience and proof for performance certificate as per tender clause 5.03 are uploaded.	Yes/No
4.	Whether PAN/GST photocopy, EPF&ESI registration copy, FSSAI copy as per tender clause 5.04, 5.05, 5.06 & 5.07 are Uploaded.	Yes/No
5.	Whether the tender documents are Digitally signed and uploaded	Yes/No
6.	Whether the tender documents and following Supporting Documents, including the Annexures / Amendments are uploaded duly signed and sealed in each and every page	Yes/No
	a).Profile of the Bidding Organization 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).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	
1.	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.

**32. 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

- 7) 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.
- 8) 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.
- 9) 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 Help desk.

PREPARATION OF BIDS:

- 10) Bidder should take in to account any corrigendum published on the tender document before submitting their bids.
- 11) 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.
- 12) 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.

- 13) 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 “My Space” 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:

- 14) 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.
- 15) The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 16) Bidder has to select the payment option as “online” to pay the tender rental/EMD as applicable and enter details of the instrument.
- 17) Bidder should prepare the EMD as per the instructions specified in the tender document.
- 18) 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 Bids 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 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.

- 19) 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.
- 20) 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.
- 21) 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.
- 22) 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:

- 23) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for Tender or the relevant contact person indicated in the tender.
- 24) 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 Help desk 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.

33. GENERAL TERMS AND CONDITIONS:

- 33.1 The tenderer should furnish a Earnest Money Deposit of Rs.57,000/- by means of online payment only.
- 33.2 The tenderer should have an average annual financial turnover of minimum 30% of the estimate value in the last 3 years (Financial year i.e 2021-2022, 2022-2023, 2023-2024) the average annual turnover statement duly certified by the Chartered accountant with proper authentication evidence.
- 33.3 The tenderer should have minimum one year experience within five years as on the date of opening of Technical bid for having run an Industrial canteen or Catering services on contract basis to any Govt. Organisation or Co-operative Institution or any organisation.
- 33.4 The tenderer should have the capacity to provide sufficient man power for cooking and serving of foods in time.
- 33.5 The tenderer should have Employees Provident Fund & Employees State Insurance registration certificates.
- 33.6 The tenderer should have Permanent Account No.
- 33.7 The tenderer should have GST registration certificate.
- 33.8 If the pre-bid day is declared as holiday, the pre-bid shall be held on the next working day at the same time and place.

- 33.9 The PART – I Technical bid will be opened on the date, time and place specified, in the presence of the tenderer or his/her authorized representatives who opt to be present during the opening.
- 33.10 If the tender opening day is declared as holiday, the tenders shall be received and opened immediately on the next working day at the same time and place.
- 33.11 PART I Technical bid, specifies the Pre qualification based on various factors such man power strength, capacity, suitability, eligibility etc., of the tenderer, that will be evaluated, considered and decided prior to opening of their part II commercial bids of the tenderer.
- 33.12 The tenderder who do not satisfy any/all the terms and conditions specifically so mentioned under Part – I Technical bid, are not eligible for opening of commercial bid and the Part II Commercial Bid shall not be opened, treating it as non responsive.
- 33.13 The Part – II Commercial bids shall normally be opened within 90 days from the date of opening of the Part – I Technical Bid at the convenient date and time of Tender Inviting Authority.
- 33.14 The date of opening of commercial bid will be intimated separately to those who are qualified in the Part – I Technical bid. The Part – II Commercial bid will be opened in the presence of tenderers or their authorized representative who are present at the time.
- 33.15 The Tender forms are not transferable or assignable.
- 33.16 The successful tenderer shall be responsible for the discharge of all legal obligations under various labour legislation in force.
- 33.17 In the event of escalation in cost due to the reasons of daily wages by the District Collector or any revised tax payable or increase in cost of vegetables or any items related to the Foods materials during the period of the contract, the successful tenderer should alone bear such escalation and the successful tenderer shall not claim any additional amount for such escalation.
- 33.18 The signatory of the tenderer should indicate his/her status in which he/she has signed and should submit necessary legally admissible documentary proof in respect of such authority assigned to him/her by the firm.
- 33.19 No tenderer shall be allowed to withdraw the tenders after submitting the tender.

- 33.20 A tenderer may submit a modified tender before the last date for receipt of tender provided that where more than one tender is submitted by the same tenderer, the lowest eligible financial tender shall be considered for evaluation.
- 33.21 The successful tenderer alone is the sole employer and it is his/her responsibility to extract work from his/her employees conforming to the stipulations in this tender document. For any commission or omission on the part of his/her employees, the successful tenderer alone is liable and the latter shall pay damages to the Federation for any damage / loss caused to the Federation by his/her employees.
- 33.22 There will be no employer- employee relationship between the employees of the successful tenderer and the Federation.
- 33.23 The successful tenderer alone is liable for implementation of all the Labour Laws applicable to his/her employees.
- 33.24 In case, by chance, the Federation has to shoulder any liability arising out of any statutory provisions, the successful tenderer shall make good the loss in that regard to the Federation.
- 33.25 In case of any accident involving the employees of the successful tenderer, the compensation and the penal consequences under the relevant Act shall be borne entirely by the successful tenderer. If the Federation has to incur any expenditure in this regard, the same should be reimbursed by the successful tenderer.
- 33.26 The employees so engaged by the successful tenderer shall under no circumstances could be considered for appointment in the Federation on the ground that they have worked as contract labourers.
- 33.27 The employees of the successful tenderer cannot claim any benefits or amenities extended to Federation employees.
- 33.28 All sums found due to the Federation under or by virtue of these payments shall be recoverable from the successful tenderer under the provisions of Tamilnadu Co-op. Societies Act 1983 or in any other legal manner as the Federation may deem fit, if the same could not be recovered by adjusting from the security deposit or the bills of the successful tenderer due to any reason.
- 33.29 The Managing Director, TCMPF Ltd., reserves the right to reject the tender offer without assigning any reasons thereof.

- 33.30 The successful tenderer, after the expiry of the contract period has to execute the work at the same rate, terms and conditions for a period up to 3 months from the date of expiry of the contract in case of delay in finalization of new tender.
- 33.31 The successful tenderer should not engage persons below 18 years and above 50 years of age to do this work. If the successful tenderer engaged the persons below 18 years, the contract will be terminated.
- 33.32 It is the liability of the successful tenderer to pay statutory dues such as GST, EPF, ESI, etc., as per the rules in force. If any non-payment of statutory dues found in the previous work done by the successful tenderer, the contract will be terminated.
- 33.33 The reputation of the federation should not be tarnished.
- 33.34 The contractor should inform the old employees of leaving the job and the appointment of the new employees.
- 33.35 The successful tenderer shall be responsible to the TCMPF for any loss or damage arising out of theft, burglary, pilferage, larceny, mischief, looting etc., due to the involvement or negligence of his/her workers and the successful tenderer should make good any such losses or damages as ascertained by the Federation and such losses are liable for deduction from his/her bills deposits etc. The successful tenderer should obtain FSSAI Certificate within one month of issue of work order.
- 33.36 The Successful tenderer should furnish medical fitness certificates within 30 days from the date of taking over the job in respect of all his/her workers that they are not affected with any communicable diseases. Such requirement is necessary since they are handling the food stuffs. Failing which the Federation will arrange for the medical checkup and certificates and the cost of expenditure incurred in such medical checkup will be recovered from the successful tenderer.
- 33.37 The Successful tenderer should execute the work as per requirement in the tender documents. If 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 recovering damages for the loss caused to the Federation by such lapses.
- 33.38 If the contract is prematurely terminated for lapses on the part of the tenderer to fulfill the terms and conditions or prematurely withdrawn by the successful tenderer, the Security Deposit is liable to be forfeited and if the amount of such loss is more than the security deposit, the same will be recovered from the successful tenderer by legal means, apart from forfeiture of any amount due to the successful tenderer.

ALL THE TERMS AND CONDITIONS ACCEPTED.

UNDERTAKING**NAME AND ADDRESS OF THE TENDERER / COMPANY TAKING PART IN THE TENDER**

- 1) I/We M/s _____
_____ do hereby undertake to provide the best service of Running an Industrial Canteen on Contract basis to the Ambattur Dairy, Chennai -98 for the period of one year 2024-2025 as per the prescribed norms of Tender conditions, in the event of being successful in the present tender proceedings.
- 2) I/We, undertake to the work for Running an Industrial Canteen at Ambattur Dairy by providing required nos. of persons, whose ESI and EPF subscription shall be remitted by me / us, for the period to be employed in Ambattur Dairy, TCMPF Ltd, Chennai -98.
- 3) We are also aware that, in the event of failure (on the part of the successful bidder) to comply with the said prescribed norms, suitable to nullify the Tender Acceptance Order/Contract will be initiated, by the Ambattur Dairy, TCMPF Ltd, Chennai -98.

SIGNATURE OF THE TENDERER**WITNESSES:**

1.

2.