Tamilnadu Co-operative Milk Producers Federation Ltd., Dairy Cum Powder Plant Ammapalayam.



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

CONTRACT WORK FOR RUNNING AN INDUSTRIAL CANTEEN AT DAIRY CUM POWDER PLANT AMMAPALAYAM FOR 12 MONTHS FOR THE YEAR 20252026

Tender Reference No: 20 /DCPP/Estt/2025

THE DEPUTY GENERAL MANAGER (ENGG),
TAMILNADU CO-OPERATIVE MILK PRODUCERS FEDERATION
LTD,

Dairy Cum Powder Plant Ammapalayam

Landline: 04188-243500.

E-Mail. federationpowderplant@gmail.com

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

TENDER INFORMATION

1	Name and address of the Unit	The Deputy General Manager(Engg.), TCMPF Ltd., Aavin, Dairy Cum Powder Plant Ammapalayam Eariyur Post Chengam T.K Thiruvannamalai Dist
2	Place of Work	Dairy Cum Powder Plant Ammapalayam
3	Name of the Item/Work	Contract work for Running an Industrial canteen at Dairy Cum Powder Plant Ammapalayam For12 months for the year 2025-2026
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	20 /DCPP/Estt/2025
6	Tender Estimated Value	Rs. 13.05 Lakh
7	Earnest Money Deposit (EMD)	Rs. 13000 /- Rupees Thirteen 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: 11.032025 to 25 03025 3.PM
11	Date of Pre-Bid meeting	Date: 17.03.2025 Time:11.00 AM
12	Date of Closing of e-Submission of Technical Bid and Commercial Bid.	Date: 2503.2025 Time: 3 PM
13	Date and time of opening of Part Technical Bid of e-Tender	Date: 26. 03.2025 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, TCMPF Ltd., Joint Managing Director Ambattur Chennai – 98.
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	https://tntenders.gov.in/nicgep/app?page=Help ForTenderers&service=page
17	Tenderers Manual Kit. The link for which is	https://tntenders.gov.in/nicgep/app?page=Ten derersManualKit&service=page

TABLE OF E-TENDER DOCUMENT CONTENTS

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

21	PAYMENT TERMS:	25		
22	TERMINATION OF CONTRACT	25		
23	CANCELLATION	25		
24	PENALTY	26		
25	LIQUIDATED DAMAGES			
26	VIOLATION OF CONTRACT	28		
27	RIGHTS OF THE FEDERATION	28-29		
28	DISPUTES AND ARBITRATION	29		
29	LEGAL JURISDICTION	29		
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	36		
	/DEBARRING DONE-ANNEXURE-VI	2= 22		
	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	45-50		
	Undertaking certificate	51		

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 (Engg), TCMPF **Limited** Dairy Cum Powder Plant Ammapalayam invites Bids only by way of e- Submission from eligible tenderers contract work for Running an Industrial canteen at DCPP for 12 months for the year 2025-2026. Milk is converted to SMP and Butter in the plant and the produced, SMP ,Butter, and Ghee are transported to required places. Along with this work regular Maintenance work, are done with Minimum Contract Labours.

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.s

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 OUALIFICATION 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.13000/- 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 should be sduly 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 the attested copy of the work order or attendance register or wages register of EPF challans or any other documents containing a minimum manpower of 5 person
- **5.05** The tenderer should furnish Photostat copy of Employees Provident Fund & Employees State Insurance registration certificates.
- **5.06** The tenderer should furnish Photostat copy of Permanent Account No.
- 5.07 The tenderer should furnish the Photostat copy of the GST registration certificate.
- 5.08 The tenderer should furnish the Photostat copy of the FSSAI copy.
- **5.09** The tenderer should produce all the above mentioned documents in original for verification as and when called for.
- 5.10 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 letter head.
 - **5.11** The Federation reserves the right to inspect any organization where the Tenderer has 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

GENERAL:

The Dairy Cum Powder Plant Ammapalayam has the strength of more than 80 persons, consisting of 40 employees, 40 Contract labourers who are also likely to avail the canteen facilities.

FACILITIES OFFERED BY THE FEDERATION TO THE CONTRACTOR.

- 1. This dairy has a separate building for the canteen, which contains 12 sets of tube lights, 3 Nos. of ceiling fans, 2 nos. of exhaust fans, 3 Nos. of Pesto flash, one cooking room, one store room, One Kitchen hood, one Tea preparation room, one service hall and a dining hall with seating arrangements.
- 2. The Federation provides maximum of 2000 litres of water for consumption and cleaning. 50 units of Electricity and 15 litres of milk at free of cost daily for canteen use, depending upon the sales.s

SCOPE OF WORK:

The successful tenderer should run the canteen on round the clock basis with limited service for Night shift employees on all days. This dairy and Office

6.01. at the rates offered by him / her on a regular /rotation basis daily as detailed functions in the following ways:-

a. First shift from
b. Second Shift from
c. Third shift from
d. General shift from
06.00 to 14.00 hours
14.00 to 22.00 hours
22.00 to 06.00 hours
08.00 to 16.30 hours

6.02. The successful tenderer should supply the following items below without fail.

BREAKFAST:

Session	Items	Quality	Quantit	Allotted	Approx
			У	day	i -
					mate
					Nos.
Breakfast	Idly with Sambar and	Soft Tasty Rice-	100 gm	Monday	
(8.00 A.M.	Coconut Chutney,	IR20/White car rice to be	x 3 Nos.		
to	Onion Chutney	used Udyam/ Champion			
10.00 AM.)		dhal to be used.			
	Poori with Potato	Annapoorna/	100 gms	Tuesday	
	Masala/ Sagu and	Century / Ashirwad Flour	x 3 Nos.		
	Coconut Chutney	with Atta to be used.			
	Uthappam/Plain	Should be delicious and	150 gms		
	Sambar and Coconut	Tasty. Rice, Dhal and	x 2 Nos.	Wednes	
		-		Day	

Chutney, Onion	other ingredients should			
Chutney	be in good quality.			32 Nos
Pongal with Sambar	Ponni raw rice Pepper	250 gms	Thurs	
and Coconut Chutney	Moong dhal and Cashew		Day	
Vadai (Methu)	nut (Agmark)	50 gms		
Chappathi with	Wheat should have good	150 gms	Friday	
Dhal/Sagu	quality	x3 Nos.		
Dosai Sambar,	Should be delicious and	150 gms	Satur	
Chutney	Tasty. Rice, Dhal and	x 2 Nos.	Day	
	other ingredients should			
	be in good quality.			
Pongal with Sambar	Ponni raw rice Pepper	250 gms	Sunday	
and Coconut Chutney	Moong dhal and Cashew			
Vadai (Methu)	nut (Agmark)	50 gms		

LUNCH

Meal Lunch 12.00 .pm. to 2.30 p.m.	Rice Fried chllli Appalam, Butter milk,pickle, curd	Boiled Fine Ponni Grade-I	450 gms	Common all days	
	Sambar, Rasam Poriyal, Kottu	Brinjal/Pepper/ Beans Water Gourd		Monday & Saturday	
	Karakuzhambu / Rasam Kerai Poriyal	Senai Tomato Potato		Tuesday	46 Nos.
	Buttermilk kuzhambu Rasam, Kootu,	Ladies finger or Bottle Gourd		Wednesday and Sunday	40 NOS.
	Poriyal Karakuzhambu /	Carrot Potato		Thursday	
	Rasam Kerai Poriyal	Tomato Potato			
	Sambar, Rasam Poriyal, Kottu & Payasam	Brinjal/Pepper/ Beans		Friday	

TEA:

6.00 am.	Tea Morning ,	Tea- Three Roses /	120ml	Daily	
11.30 a.m.	Evening and Night	Lipton Top		Morning	
&		Star/TAN Tea (TN			
3.30 p.m.		Govt.)		&	78 Cups
to					
4.30 p.m.					
&					
12.00 a.m. to				Daily	
01.00 a.m.				Evening	
				&	
				Daily Night	

DINNER:

Dinner 7.30 p.m. to 9.30	Uthappam/Plain Sambar and Coconut Chutney, Onion	Should be delicious and Tasty. Rice, Dhal and other ingredients	150 gms x 2 Nos.	Monday & Sunday	
p.m.	Chutney	should be in good quality.			
	Dosai Sambar,	Should be delicious	150	Tuesday &	
	Chutney	and Tasty. Rice, Dhal	gms x	Thursday	
		and other ingredients	2 Nos.		
		should be in good			
		quality.			28 Nos
	Parotta with	Annapoorna/	150	Friday	
	Vegetable kurma	Century / Ashirwad	gms x		
		Flour with Atta to be	2 Nos.		
		used.			
	Idly with Sambar and	Soft Tasty Rice-	100 gm	Wednesday	
	Coconut Chutney,	IR20/White car rice to	x 3 Nos.	&	
	Onion Chutney	be used Udyam/		Saturday	
		Champion dhal to be		<i>J</i>	
		used.			

- 6.03. 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.
- 6.04. The items mentioned in the tender clause No.6.02 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
b) Breakfast
c) Morning tea & snacks
d) Lunch
from 6.00 to 11.30 a.m.
from 10.00 to 11.00 a.m.
from 12.00 to 02.30 p.m.

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.
- 6.05. The Contractor has to supply the food items listed in the tender clause No.6.02 at minimum quoted price on a regular basis every day.
- 6.06. No revision of rate will be entertained at any cost during the contract period as well as the extension period.
- 6.07. The Successful tenderer should provide sufficient man power for cooking and serving food stuffs.
- 6.08. 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.
- 6.09. 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.
- 6.10. The Successful tenderer should make necessary arrangement to provide the catering facility to the employees of this dairy on all days including on bundh days, Harthal days and even on natural calamity days unless and otherwise it is declared not necessary by the Federation.
 - 6.11. 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.
 - 6.12. 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 his/her choice and the Federation is concerned only with the quality of the work.
 - 6.13. The Successful tenderer should provide two sets of Uniform (or) Over coat or Apron with cap and face mask to his/her employees with the name or emblem the Company annually at his/her own cost. He/she should also ensure that the

- staff are neat and are in clean uniform while on duty. failing which it will be supplied by the Federation and the cost will be recovered from the successful tenderer
- 6.14. The Successful tenderer should ensure the personal cleanliness and hygiene of his/her staff.
- 6.15. 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.
- 6.16. The Successful tenderer and his/her staff should be courteous while serving food stuffs.
- 6.17. 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.
- 6.18. The Successful tenderer should prepare and serve only vegetarian items in the canteen as specified in the scope of work.
- 6.19. A Notice Board / Display Board indicating the menu, quantity, rates and time of supply should be displayed in the dining hall of the canteen.
- 6.20. 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.
- 6.21. Any consumptions over and above 2000 litres. of water, 50 Units of electricity and 15 litres of milk per day, the cost of them will be recovered from the bill of the Successful tenderer.
- 6.22. The Successful tenderer should make necessary arrangements to print and supply the required Nos. of coupon 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.

- 6.23. The Successful tenderer shall indemnity 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.
- 6.24. The Successful tenderer should furnish the Registration of State License as per the Food Safety and Standards Act 2006 (FSSAI)
- 6.25. The successful tender should make his own arrangement for the supply of LPG required for cooking purpose at his own cost.(Any extra LPG cylinder must not be stored in the canteen cooking areas)
- 6.26. The successful tenderer should provide the special sweet on all the festival dates.
- 6.27. The successful tenderer shall be responsible for the behaviour of his workers or for noncompliance of the procedures, suitable penality will be imposed including cancellation of the tender agreement.
- 6.28. It is specifically stipulated that the Federation has no connection whatsoever with the employees engaged by the contractor. The Contractor shall be responsible for the discharge of all legal obligations under various labour legislations in force including FSSAI for the persons engaged by him.
- 6.29. A committee consisting of TCMPF Ltd employees will inspect the canteen premises for cleaning and hygiene. They will taste and suggest improvements for the stuff prepared. All improvements in the day to day operation will be suggested by the Committee. The contractor has to coordinate with the Committee in all aspects and also should follow the instructions given by the committee.
- 6.30. The successful tenderer 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 & necessary action will be decided by the committee appointed by the Management.
- 6.31. All inclusive end rate shall be considered for evaluation of lowest offer.

- 6.32. The successful tenderer should use only branded oil, branded tea powder & the resuse must be strictly avoided.
- 6.33. Any leftovers should not be served at the next meal time.
- 6.34. The Canteen windows, doors and wash basin should be properly cleaned
- 6.35. The canteen and it surroundings should be kept neat, clean hygienic, free from flies, lizard, Cockroach, Rodent and insects
- 6.36. 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.
- 6.37. The successful tenderer should follow the menu/ schedule.
- 6.38. The canteen kitchen area should be painted for every six months once
- 6.39. Disposal of food area should be kept clean & collection of waste should be in green & black Bag.

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 DCPP Dairy for 12 months for the year 2025-2026	,

- 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:
- 7.5.2 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.
- 7.5.3 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.
- 7.5.4 Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder.
- 7.5.5 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.5.06**.
- 9.2.3 Photostat copy of GST Registration as per **Tender Clause No.5.07**.
- 9.2.4 Copies of the EPF and ESI registration as proof for engaging labour on contract as per **Tender Clause No.5.05.**
- 9.2.5 Copy of FSSAI registration certificate as per **Tender ClauseNo.5.08**
- 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 copy of** the attested copy of the work order or attendance register or wages register of EPF challans or any other documents containing a minimum manpower of 4 person **Tender ClauseNo.5.04.**
- 9.2.8 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.**
- 9.2.9 Self declaration copy for not blacklisted as per **Tender Clause No.5.10**.
- 9.2.10 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 (Engg). Dairy Cum Powder Plant Ammapalayam Swill 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.
- 11.7 If any corrigendum issued, the authenticated copy of the corrigendum must be uploaded in the e-procurement portal along with Part-I Technical bid.

12. WITHDRAWAL OF BIDS

No Bidder shall be allowed to withdraw the tenders after submitting the tender on the portal. If dones 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 Deputy General Manager (Engg), TCMPF Ltd., Dairy Cum Powder Plant Ammapalayam 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 prequalification 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.

- 14.01. The tender offer should be unconditional and it should be for conforming to all the stipulations in the tender terms and conditions.
- 14.02. The tender will be evaluated as per TNTT Act 1998.
- 14.03. The tenderer should offer his/her rate as mentioned in the tabular column of the commercial bid.
- 14.04. No column should be left blank in the commercial bid. In such case the tender will not be considered for evaluation
- 14.05. No column should be left blank in the commercial bid. In such case the tender will not be considered for evaluation. All inclusive end rates shall be considered for evaluation of lowest offer.
- 14.06. In case of more than one bid is eligible commercial evaluation, and they quoted on the same rate, the successful bidders will be selected as draw basis.

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.5.01
- 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 firm 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: 5.
- 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 E-Mail.
- 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.
- 17.3 The tender offer shall be valid for acceptance for a period of not less than 180 days from the date of opening of Part I Technical bid. The offers with lower validity period are liable for rejection.
- 17.4 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 required by the 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.
- 17.5 The tenderer shall agree to extend the validity of the bids without altering the substance and prices of his bid for further period, if required by Federation.

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 <u>after opening the Part I Technical bids.</u>

- 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 Certificat conditions as per format vide Annexure-IV.
- 18.4. The offers of the tenderer with deviations on Technical/ Commercial bids of the tender will be rejected.
- 18.5. No alternate offer will be accepted.

19. SECURITY DEPOSIT

- 19.1. After evaluation and finalization of Part I Technical bids and Part II Commercial bids, selected tenderer shall furnish a Security Deposit amount at 5% of the order value (including EMD) for 12 (Twelve Month) months, by means of Demand Draft drawn from any Nationalized / Scheduled Bank drawn in favour of The Deputy General Manager (Engg), TCMPF Ltd., Dairy Cum Powder Plant Ammapalayam payable at Chennai within 10 days from the date of receipt of work order without fail on or before the end of the office working hours and also clearance details to be obtained from the Accounts section, Dairy Cum Powder Plant Ammapalayam Failing which the successful tenderer will not be permitted to execute the work. Further the Federation reserves the right to cancel the work order without any prior intimation.
- 19.2. The EMD already paid along with tender shall be adjusted against security deposit to be paid by the successful tenderer. If the successful tenderer fails to remit the Security Deposit the tender will be treated as cancelled and the EMD remitted by the tenderer will be fully forfeited. Besides the tenderer will be debarred from participating in any of the subsequent tenders for a period of 3 years in the Federation.
- 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 3 months from the date of satisfactory completion of the contract and satisfactorily complying with the scope of work and the conditions thereof.

- 19.5. The security deposit is liable to be adjusted against any loss or damage caused by the successful tenderer to the Federation by his violation of the tender conditions.
- 19.6. No interest shall be paid on the earnest money deposit or security deposit.

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 10 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 If the successful tenderer fails to execute the contract satisfactorily at the tendered rate, the security deposit will be forfeited by the Federation besides recovery of consequent losses.
- 20.4 If the Federation incutrs any loss or damage or any additional expenditure due to the negligence of the successful tenderer during the period of contract or on extension period, the same shall be recovered from the successful tenderer.
- 20.5 The losses or damages, if any, caused by the successful tenderer or his employees to the property of the Federation, the cost ascertained by the Federation will be recovered from the successful tenderer.
- 20.6 No increase in the rate will be allowed during the period of contract or on extension period under any circumstances.
- 20.7 **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.
- 20.8 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 corrected 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 Income tax will be deducted from the monthly bill of the successful tenderer and the same will be remitted to the Income Tax Department.
- 21.6 It is the liability of the successful tenderer to pay GST as per the rules in force.
- 21.7 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 f 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 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.

23.01. Failure to comply with the contract conditions by the tenderer, the Federation would be at liberty to call for new tender & thereby by any increase in the rates in the new tender and the difference amount will be recovered from the contactor (who failed the condition) for such lapses.

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 10 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 it surroundings should be kept neat, clean hygienic, free from flies, lizard, Cockroach, Rodent 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 is 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.
- 24.10The 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.
- 24.11The 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.
- 24.12If 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<u>The canteen kitchen area should be painted for every six months once failing</u>
 which it will be painted by the Federation and the cost will be recovered from the successful tenderer.
- 24.14The successful tenderer should not use the artificial colouring materials in food, failing which Rs.1000/-per instance as penalty will be imposed.
- 24.15Items banned by the government/ Expired items should not be used in the canteen & dairy premises.
- 24.16If any hair and stone / insect presence in food items, a penalty of Rs.2000/-Shall be imposed per instant.

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. VIOLATION OF CONTRACT

- 26.01. Not with-standing anything contained in the tender schedule, no obligation is cost on the Federation to accept the lowest tenderer and the Federation shall also have the right to accept or reject the tender, if the Tender Accepting Authority decides that the price quoted by the tenderer is higher than the prevailing market rate.
- 26.02. For violation of any of the Terms and conditions of the contract, the Federation reserves the right to terminate the contract.
- 26.03. In the event of termination of contract, the Security Deposit will be forfeited and the resultant loss shall be recovered from the successful tenderer.
- 26.04. If the contract is found to be blacklisted or terminated in or any intimation from government saying disqualified in any other government department /Institutions in any other contract with the Federation/ District Union, the Federation reserves the right to terminate the contract.
- 26.05. If the successful tenderer defaults to execute agreement or to pay security deposit or to execute the ordered quantity either in part or full shall be terminated from the contract and shall be debarred from participating in the subsequent any tenders for a period of 3 years in the Federation and it's District Union Dairies. Besides, the existing contract works being carried out in the Federation and it's Dist. Unions also will be terminated.

27. RIGHTS OF THE FEDERATION:

- 27.1. 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.
- 27.2. 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.
- 27.3. 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.

- 27.4. On termination of contract, the Security Deposit is liable to be forfeited and any of the resultant loss beyond Security Deposit will be recovered from the contractor by legal means apart from forfeiture of any amount due to the contractor.
- 27.5. If the bidder defaulted in any of the previous tenders to execute agreement or to pay Security Deposit or to Work ordered quantity either in part or full will not be eligible from participating in this tender.
- 27.6. 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.

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

29.01. In case if either party to the tender is aggrieved by the award of the arbitrator so appointed as per clause 29.0 or otherwise, they can appeal to Chennai Court.

The legal jurisdiction will be only at Chennai High Court.

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:

Brader bridge rational the removing actains	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
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

Th	e Avera	ge Annual Sales / Revenue Tı	ırnover of M/s	
(Name of	f Firm) a	ddress		
			for the past three years are giv	en
below an	d certifi	ed 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		
A	verage a	nnual Sales/Revenue turnov	er-RsLakhs	
N	ote:-The	e Bidder must upload eithe	r the Annual Turn Over Cert	ificate for
al	oove 3	years certified by Chartere	ed Accountant or Annual stat	ement of
A	ccounts	(i.e.) Profit & Loss Accounts	and Balance Sheet for the abov	ve 3 years
Ce	certified by Chartered Accountant in support of Annual Turn Over without fail.			
			Signature of the Bidder w	th office
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(ENGG),

TAMILNADU CO-OPERATIVE MILK PRODUCERS FEDERATIONLTD

.Dairy Cum Powder Plant

Ammapalayam Eriyuar Post

Thiruvannamalai-606704.

Sir,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Ref. No.:20/DCPP/Estt/2025

<u>Name of Tender</u>: contract work for Running an Industrial canteen at Dairy Cum Powder Plant Ammapalayam for 12 months for the year 2025-2026.

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.

33

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 **IDDER'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 sea
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.

S 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
	Whether documentary evidence for work order or attendance register or wages register of EPF Challans or any other documents containing a minimum manpower of 4 person as per tender clause 5.04 are uploaded.	Yes/No
4.	Whether PAN/GST photocopy, EPF&ESI registration copy, FSSAI copy as per tender clause 5.05, 5.06, 5.07 & 5.08 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.
- 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, Organization 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.
- 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.
- 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.

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.
- 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.
- 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:

- 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.
- 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:

Operating System - Windows XP-SP3 &above

- i) Firefox/Internet browser IE7 and above
- ii) Signing type digital signature
- iii) JRE 7 update 79 (Preferred file- Windows X-86 Offline) and above to be Downloaded and installed in the system.
- iv) To enable ALL active X controls and disable 'use pop up blocker' under Tools \rightarrow Internet Options \rightarrow 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.

GENERAL TERMS AND CONDITIONS:

- 33.1 The tenderer should furnish a Earnest Money Deposit of Rs.13000/- 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. Organization or Co-operative Institution or any organization.
- 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 The variation in GST levied by the Government shall be effected on the end price to the benefit of either the tenderer or the Federation as the case may be.
- 33.23 There will be no employer- employee relationship between the employees of the successful tenderer and the Federation.
- 33.24 The successful tenderer alone is liable for implementation of all the Labour Laws applicable to his/her employees.
- 33.25 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.
- 33.26 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.
- 33.27 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.
- 33.28 The employees of the successful tenderer cannot claim any benefits or amenities extended to Federation employees.
- 33.29 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.

- 33.30 The Managing Director, TCMPF Ltd., Chennai reserves the right to spilt the tender and place orders on one or more tenderer. The Managing Director, also reserves the right to reject any tender offer fully or partially without assigning any reason thereof.
- 33.31 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.
- 33.32 The successful tenderer should not engage persons below 18 years and above 50 years of age to do this work. Birth certificate, Aadhar card / other govt. record to prove the age of the employees to be submitted for proof. If it is found to have engaged persons below 18 years of age at any point of time it will be penalized as per "The child and adolescent labour (Prohibition & Regulation) Act 1986
- 33.33 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.
- 33.34 The reputation of the federation should not be tarnished.
- 33.35 The contractor should inform the old employees of leaving the job and the appointment of the new employees.
- 33.36 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.

- 33.37 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.
- 33.38 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.
- 33.39 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.
- 33.40 The successful tenderer shall be responsible for the discipline of the persons engaged by him for the execution of the work in this dairy.
- 33.41 All the workers should be provided with the Identity card with color photo; Name, date of birth, local and Permanent address of his workers and the supervisor. Failing which, it will be supplied by the Federation and the cost will be recovered from the successful tenderer.
- 33.42 The successful tenderer alone shall be responsible for discharge of all the legal obligation & under various labour legislation statutory dues in force for the persons engaged by him. In case, by chance the Federation has to shoulder any liability arising out of any statutory provisions, legal obligations the successful tenderer shall make good the loss in that regard to the Federation.

- 33.43 It shall be incumbent upon the successful tenderer to register himself with the appropriate authorities under the contract labour (Regulation & Abolition) Act 1970.
- 33.44 In respect of the successful tenderer liability under the Labour laws or any other laws, if the Federation incurs any loss, or expenditure the same will be recovered/deducted from the successful tenderer
- 33.45 All the contract labourers should entered attendance through Bio metric while on entry and leaving from the Dairy. The late arrival of food penalty will be imposed. If any late arrival of food found management reserves to take final decision.
- 33.46 The successful tenderer should do the work directly and no sub contract is allowed.
- 33.47 The successful tenderer shall bear all expenses regarding uniforms, preparation of their ID Cards, compensation, wages and allowances such as PF, ESI etc.,

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 Dairy Cum Powder Plant Ammapalayam for the period of one year 2025-2026 as per the prescribed norms of Tender conditions, in the event of being successful in the present tender proceedings.
- I/We, undertake to the work for Running an Industrial Canteen at Dairy Cum Powder Plant Ammapalayam by providing required nos. of persons, whose ESI and EPF subscription shall be remitted by me / us, for the period to be employed in Dairy Cum Powder Plant Ammapalayam TCMPF Ltd.
- 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 Dairy Cum Powder Plant Ammapalayam TCMPF Ltd,

SIGNATURE OF THE TENDERER

WITNESSES:

1.