

# AAVIN

THE TAMILNADU CO-OPERATIVE MILK PRODUCERS'  
FEDERATION LIMITED: CHENNAI 600 119

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## TWO PART TENDER

**NAME OF WORK:** CONTRACT WORK FOR RUNNING AN  
INDUSTRIAL CANTEEN AT SHOLINGANALLUR  
DAIRY FOR 24 MONTHS

**TENDER PERIOD:** 2024-2026

**TENDER VALUE:** 46.00 LAKHS

### PART – I TECHNICAL – BID

TENDER DOCUMENT SUBMITTED BY

M/S. ....

.....

DY.GENL.MANAGER(DG)

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PART-I TECHNICAL BID

TWO PART TENDER APPLICATION

From

To

M/s.

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

Sir/Madam,

Sub: Two part tender for contract work for Running an Industrial canteen at Sholinganallur Dairy for 24 months for the year 2024-2026 - submission of tender documents - Regarding.

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Having examined the two part tender documents consisting of Part I Technical Bid and Part II Commercial Bid with price quotation, I/we hereby submit all the necessary documents and relevant information for bidding the above mentioned tender.

The application is made by me/us on behalf of.....  
in the capacity of ..... duly authorized to submit this  
two part tender offer.

Necessary legal evidence in respect of authority assigned to me / us on behalf of the bidding firm is herewith attached.

I/we submit the documents herewith agreeing to all the instructions, Terms and Conditions detailed in the two part tender.

SIGNATURE OF THE TENDERER

I/We understand that the Managing Director, T.C.M.P.F.Ltd., Chennai-35 reserves the right to reject any tender offer fully or partly without assigning any reasons thereof.

I / We hereby agree to hold the tender offer valid for acceptance for a period of not less than 180 days from the date of opening of Part –I Technical bid.

I/We understand that the tender on acceptance will be valid for a period of 24 (Twenty four) months and extendable upto 6 months at the same rate terms and conditions from the date of execution of the agreement.

Enclosures:

1. Evidence of authority to sign
2. Part I pre-qualification – Technical bid
3. Part-II Commercial bid with price quotation.

SIGNATURE OF THE TENDERER

**CHECK LIST:**

Kindly ensure compliance of the undermentioned documents attested by the notary public enclosed with part-I Technical bid only as per Tender terms & conditions mentioned in pre qualification in Serial No.4.(4.01 – 4.11)

1. Whether the EMD amount of Rs.46,000/- (Rs. Forty six thousand only) by means of Online payment remitted	Yes / No
2. Whether the Photostat copy of experience certificate for 1 year for having running an industrial canteen on contract basis as on the date of opening of Technical bid to any Govt. organization or Co-operative Dairy or any organization enclosed?	Yes / No
3. Whether the Photostat copy of an average annual financial turnover of minimum 30% of the estimate value in the last 3 years (Financial year i.e 2020-21, 2021-2022, 2022-23) the average annual turnover statement duly certified by the Chartered accountant with proper authentication evidence.	Yes / No
4. Whether the attested copy of the work order or attendance register or wage register or EPF challans or any other document containing a minimum manpower of 5 persons.	Yes/No
5. Whether the Photostat copies of the following notary public certified certificates enclosed? If so, the details: a) E.P.F registration No..... b) E.S.I registration No..... c) PAN Account No..... d) GST Tax registration No .....	Yes/No
6. Whether the tenderer has either been black listed or charged for non - performance in honouring any of the contractual obligations either partly or fully in the past 3 years in the Federation.	Yes/No.
7. Whether the price schedule of the Commercial Bid Part-II tender duly filled up in figures and words?	Yes/No.
8. Whether all the pages in the Part-I Technical bid and Part II Commercial bid have been duly signed by the tenderer or by his authorised signatory?	Yes/No.

SIGNATURE OF THE TENDERER

## **1.0. INSTRUCTIONS TO THE TENDERERS**

This two-part tender consists of the following documents:

- a. Part I - Pre-qualifying Technical bid
  - b. Part II- Commercial bid for price-quote schedules.
- 1.01. The tenderer is requested to read all the terms and conditions of the two-part tender carefully before start filling up.
  - 1.02. The tenderer is requested to inspect the canteen at Sholinganallur dairy during the working hours on any working day before submitting his/her tender offer, so as to have first hand knowledge of the work.
  - 1.03. The tenderer is requested to upload the Original set of the two-part tender (both Part-I - Technical Bid and part II Commercial Bid) duly filled in, attaching necessary documents and he/she is advised to retain the duplicate set of document for his/her reference / records.
  - 1.04. The Part-1 pre-qualification cum technical bid consisting of page Nos. 1 to 33 and the part-II Commercial bid consisting of page Nos. 34 to 35 should be submitted. The tender documents duly filled can only be submitted by e-tendering through the e-procurement website "<https://tntenders.gov.in> for the Tender for Running an Industrial Canteen at Sholinganallur Dairy daily on contract basis for 24 months for the year 2024-2026. The work is for 24 (Twenty four) months for the period from the date of execution of the agreement by the tenderer and that period of 24 months is extendable upto 6 months from the date of expiry of the contract at the same rate and the same terms and conditions. The tenderer may download the tender forms through designated website <https://tntenders.gov.in>

SIGNATURE OF THE TENDERER

- 1.05. The tenderer is requested to kindly go through the check-list in Page No.5 and also pre-qualification in page No. 10 to 11 and also ensure enclosures of the documents duly attested by the Notary Public.
- 1.06. The tenderer is specifically informed that all the pages in both Part I-Technical Bid and Part II- Commercial Bid should be signed at the bottom of each page without any omission by the tenderer / his authorized signatory with name and seal of the Firm as token of acceptance of the tender.
- 1.07. The tenderer who is downloading the document from the website is instructed to look for any corrigendum after the date of pre bid meeting, for any amendments if any issued. The tenderer is advised to download the above amendments and enclose it without fail along with the technical bid document, duly authenticating. In case of failure to submit the amended document (if any), the Federation reserves the right to reject of the tender offer.
- 1.08. A prospective tenderer requiring any clarification with respect to any Tender condition may address to the Tender Inviting Authority by letter and he/she will respond in writing to any relevant query regarding the Tender conditions. However, correspondence in this regard or delay in getting reply from The Tamil Nadu Co-operative Milk Producers' Federation Limited shall not be taken as an excuse for delayed submission of tender or non submission of tender.
- 1.09. All the tenderers must periodically browse the above websites for any amendment or corrigendum issued in connection with this Tender. The Tamil Nadu Co-operative Milk Producers' Federation Limited will not be responsible for the failure of the tenderer to update or to have comprehensive understanding of the provisions of this tender document including the changes announced through the websites

SIGNATURE OF THE TENDERER

## **2. TENDER DETAILS**

This Two part tender form contains the schedules as indicated.

1.	Name and address of Tender inviting Authority	:	The Joint Managing Director, Tamilnadu Co-operative Milk Producers' Federation Ltd., Plot No. 29 & 30, SIDCO Industrial Estate, Ambattur, Chennai – 600 098.
2.	Name and address of the User	:	The Deputy General Manager (Dg) T.C.M.P.F. Limited, Rajiv Gandhi Salai, Sholingnallur Dairy, Chennai – 600 119.
3.	Name of the work	:	Work Contract for Running an Industrial Canteen at Sholingnallur Dairy
4.	Method of Tender	:	e-Tender System (Online Technical Bid and Financial Bid) through e-Procurement Portal <a href="https://tntenders.gov.in">https://tntenders.gov.in</a>
5.	Tender Reference Number	:	<b>Ref No:1060/E2/SNR/2024</b>
6.	Tender Estimate Value	:	Rs. 46.00 Lakhs
7.	Earnest Money Deposit (EMD)	:	Rs. 46,000/- (Rs. Forty six thousand only)
8.	Website for e-submission of tender	:	<a href="http://www.tntenders.gov.in">www.tntenders.gov.in</a>
9.	Cost of Tender Document	:	Tender documents can be downloaded at free of cost from the website <a href="https://tntenders.gov.in">https://tntenders.gov.in</a>
10.	Date of Pre-Bid meeting	:	23.10.2024 Time : 03.00 PM
11.	Last date and time for submission of the two part tender – both technical and commercial bids through online	:	04.11.2024 Time: 11.00 AM
12.	Date and time of opening of part I Technical Bid Document.	:	05.11.2024 Time : 03.00 PM
13.	Date and time of opening of part II Commercial Bid	:	Commercial Bid will be normally opened within <b>90</b> days from the date of opening of Part – I pre qualifications – technical bid. The date of opening of Commercial Bid will be informed to the eligible tenderers who are found and declared as qualified in Part-I technical bid.
14.	Place of Pre- Bid meeting & Part I Technical Bid and Part II Financial Bid opening	:	The Deputy General Manager (Dg) T.C.M.P.F. Limited, Rajiv Gandhi Salai, Sholingnallur Dairy, Chennai – 600 119.

***SIGNATURE OF TENDERER***



### 3. PARTICULARS OF THE TENDERER

<b>1</b>	Registered name of the tenderer:	
<b>2</b>	Registered address of the tenderer:	
<b>3</b>	Address for all communications	
<b>4</b>	e-mail ID	
<b>5</b>	Mobile Nos.	
<b>6</b>	Aadhar No.	
<b>7</b>	Name/Names of persons whom to be contacted regarding this tender with Telephone Nos. & Mobile Nos.	
<b>8</b>	Is the tenderer a registered contract Firm? If so the details including registration & enclose a copy of the registration Certificate.	

SIGNATURE OF THE TENDERER

#### **4.0.PRE-QUALIFICATION:**

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

- 4.01. The tenderer should furnish an earnest money deposit amount of Rs.46,000/- (Rupees. Forty six thousand only) by Online payment only. No other form of remittance shall be accepted.
- 4.02. 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 2020-2021, 2021-2022, 2022-2023) the average annual turnover statement duly certified by the Chartered accountant with proper authentication evidence.
- 4.03. The tender should furnish Photostat copy of one year experience certificate for having running an Industrial Canteen 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.
- 4.04. The tenderer should furnish the attested copy of the work order and attendance register, wages register of EPF challans or any other documents containing a minimum manpower of 5 person.
- 4.05. The tenderer should furnish Photostat copy of Employees Provident Fund & Employees State Insurance registration certificates.
- 4.06. The tenderer should furnish Photostat copy of Permanent Account No.
- 4.07. The tenderer should furnish the Photostat copy of the GST registration Certificate.
- 4.08. **The tenderer should furnish the self declaration form for has either been black listed or charged for non - performance in honouring any of the contractual obligations either partly or fully in the past 3 years in the Federation/ Unions.**
- 4.09. The tenderer should produce all the above mentioned documents in original for verification as and when called for.

SIGNATURE OF THE TENDERER

- 4.10. 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 Federation in the Past 3 years.
- 4.11. The Federation reserves the right to inspect any organization where the tenderer run an Industrial canteen.

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

SIGNATURE OF THE TENDERER

## 5.0 GENERAL TERMS AND CONDITIONS

TWO PART TENDER for the contract work for Running an Industrial Canteen at Sholinganallur dairy for 24 (Twenty four) months period from the date of execution of agreement by the successful tenderer.

- 5.01. The tenderer should furnish an earnest money deposit amount of Rs.46,000/- (Rupees. Forty six thousand only) by Online payment only. No other form of remittance shall be accepted.
- 5.02. The tenderer should have minimum one year experience within five years as on the date of opening of Technical bid for having Running an Industrial canteen on contract basis to any Govt. Organisation or Co-operative Institution or any organization.
- 5.03. Online payment gateway has been enabled for Tamilnadu Cooperative Milk Producers' Federation Limited, Chennai 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>. The EMD will not carry any interest.
- 5.04. Tenderer has to select the payment option as "pay online" to pay the EMD amount. Only after payment of EMD, tenderer will be able to encrypt/upload their bids. In order to avoid any issues and last minute delay in processing of payment online, it is recommended to make payment and submit the bid as early as possible. TCMPF will not be responsible for any sort of difficulty faced/failure in submission of bids online by the tenderers. Any other mode of payment of EMD shall not be accepted.
- 5.05. The PART – I Technical bid will be opened on the date, time and venue specified, in the presence of the tenderers or their authorized representatives who opt to be present during the opening.
- 5.06. If the day of pre bid meeting or the tender opening day is declared as holiday, the meeting the tender shall be received and opened on the next working day at the same time and place.

SIGNATURE OF THE TENDERER

- 5.07. PART I Technical bid, specifies the pre qualification based on various factors such as 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.
- 5.08. The tenderer 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.
- 5.09. 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.
- 5.10. 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.
- 5.11. The tenderer should hold the tender offer valid for acceptance for a period of 180 days from the date of opening of part I Technical Bid.
- 5.12. The Tender forms are not transferable or assignable.
- 5.13. In the event of escalation in cost due to revision of daily wages by the District Collector or revised tax payable 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.
- 5.14. The signatory of the tenderer should indicate his/her/their status in which he/she/they have signed and should submit necessary legally admissible documentary proof in respect of such authority assigned to him/her/them by the Firm.
- 5.15. No tenderer shall be allowed to withdraw the tenders after submitting the tender.
- 5.16. The 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.

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- 5.17. 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.
- 5.18. In case the tenderer engaged workers from other states, it is the liability of the contractor to obtain necessary migration certificate from the authorities of the state concerned as per rules in force and a copy of it should be provided to this office.
- 5.19. No revision of rate will be entertained at any cost during the contract period and on extension period.
- 5.20. The successful tenderer should ensure that his workers abide the instructions given by the officials or shift officers or DGM(Dg) of this from time to time.

**PAYMENT OF EARNEST MONEY DEPOSIT:**

- 5.21. The tenderer shall pay an Earnest Money Deposit amount of Rs.46,000/- (Rupees Forty six thousand only) by Online payment only. No other form of remittance shall be accepted.
- 5.22. The Tender not accompanied with Earnest Money Deposit payment through online. The tender will be similarly rejected.
- 5.23. The Earnest Money Deposit remitted by the tenderer shall be forfeited in full and the offer will be summarily rejected in the following contingencies:-
- a. If the tenderer withdraws his/her offer or backs out before the expiry of the validity period or after acceptance of the tender.
  - b. If the tenderer revises any of the terms quoted during the validity period.
- 5.24. 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.
- 5.25. There will be no employer- employee relationship between the employees of the successful tenderer and the Federation.
- 5.26. The successful tenderer alone is liable for implementation of all the Labour Laws applicable to his/her employees.

SIGNATURE OF THE TENDERER

- 5.27. In case, by chance, the Federation has to shoulder any liability arising out of any statutory provisions, the successful tenderer shall make good the loss in that regard to the Federation.
- 5.28. 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.
- 5.29. 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.
- 5.30. The employees of the successful tenderer can not claim any benefits or amenities extended to Federation employees.
- 5.31. 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.
- 5.32. **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.**
- 5.33. 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 upto 6 months from the date of expiry of the contract in case of delay in finalization of new tender.
- 5.34. 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".

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- 5.35. 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 with in one month of issue of work order.
- 5.36. The Successful tenderer should furnish medical fitness certificates as per FSSAI 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.
- 5.37. The Successful tenderer should execute the work as per requirement in the tender documents. If the successful tenderer fails to execute the work in part or in full or any lapse is noticed for more than 3 occasions, the Federation reserves the right to terminate the contract and the Federation would be at liberty to call for new tender. This is in addition to recovering damages for the loss caused to the Federation by such lapses.
- 5.38. 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.
- 5.39. The successful tenderer shall be responsible for the discipline of the persons engaged by him for the execution of the work in this dairy.
- 5.40. 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.

SIGNATURE OF THE TENDERER



- 5.41. 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.
- 5.42. It shall be incumbent upon the successful tenderer to register himself with the appropriate authorities under the contract labour (Regulation & Abolition) Act 1970.
- 5.43. 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
- 5.44. 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.
- 5.45. The successful tenderer should do the work directly and no sub contract is allowed.
- 5.46. The successful tenderer shall bear all expenses regarding uniforms, preparation of their ID Cards, compensation, wages and allowances such as PF, ESI etc.,

**SECURITY DEPOSIT:**

- 5.47. 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 24 (Twenty four) months, by means of Demand Draft drawn from any Nationalized / Scheduled Bank drawn in favour of The Deputy General Manager (Dairying), TCMPF Ltd., Chennai- 119 payable at Chennai within 10 days from the date of receipt of work **order and also clearness details to be obtained from the Accounts section, SNR Dairy.** Failing which the successful tenderer will not be permitted to execute the work.

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- 5.48. The Earnest Money Deposit paid along with the 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.
- 5.49. No exemption will be given from payment of Security deposit under any circumstances as per TTTT Act and the same should be remitted by Demand Draft or Banker's cheque only drawn in favour of The Deputy General Manager (Dg) The TCMPT Ltd., Chennai – 600 119. Bank guarantee or any other form of remittance will not be accepted.
- 5.50. The security deposit is liable to be adjusted against any loss or damage caused by the successful tenderer to the Federation by his/her violation of the tender conditions.
- 5.51. The security deposit will be refunded only after the expiry of 6 months from the date of satisfactory completion of the contract and satisfactorily complying with the scope of work and the conditions thereof.
- 5.52. No interest shall be paid on the Earnest Money Deposit or Security Deposit.

**AGREEMENT:**

- 5.53. The successful tenderer should execute an agreement on a non judicial stamp paper to the value of Rs.100/- within 10 days from the date of work order. Non execution of the agreement will lead to cancellation of work order and forfeiture of Earnest Money Deposit.
- 5.54. 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.
- 5.55. If the Federation incurs any loss/ additional expenditure due to the negligence of the successful tenderer in connection with the work during the period of contract or on extension period, the same shall be recovered together with all charges and expenses from the successful tenderer.

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- 5.56. The losses or damages, if any, caused by the successful tenderer or his / her employees to the property of the Federation, the cost as ascertained by the Federation will be recovered from the successful tenderer.
- 5.57. No increase in the rate will be allowed during the period of contract or on extension period under any circumstances.

**PAYMENT TERMS:**

- 5.58. Performance of the work done by the successful tenderer will be evaluated daily. Based on the fulfillment of the contractual obligations, the monthly bills will be settled.
- 5.59. The successful tenderer shall submit necessary monthly bill in duplicate along with advance stamped receipt, performance report, copies of the EPF & ESI Challans of the previous month remittance for making payments.
- 5.60. 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 work
- 5.61. Income tax will be deducted from the monthly bill of the successful tenderer and the same will be remitted to the Income Tax Department.
- 5.62. It is the liability of the successful tenderer to pay GST Tax as per the rules in force.
- 5.63. The payment shall be made within 30 days from the date of receipt of the correct bill based on satisfactory performance of the work.
- 5.64. 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

**VIOLATION OF CONTRACT**

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

SIGNATURE OF THE TENDERER

- 5.66. Time being the essence of this contract no variation shall be permitted and if the tenderer fails to execute the work in full or part of the order as per the work order, the Federation reserve the right to cancel the order besides forfeiting the of Security Deposit.
- 5.67. For violation of any of the Terms and conditions of the contract, the Federation reserves the right to terminate the contract.
- 5.68. In the event of termination of contract, the Security Deposit will be forfeited and the resultant loss shall be recovered from the successful tenderer.
- 5.69. If the contract is found to be blacklisted or terminated in any other contract with the Federation/ District Union, the Federation reserves the right to terminate the contract.
- 5.70. If the successful tenderer defaults to execute agreement or to pay security deposit or to supply 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.

**LEGAL JURISDICTION:**

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

**TENDER EVALUATION CRITERIA:**

- 5.74. The tender offer should be unconditional and it should be for conforming to all the stipulations in the tender terms and conditions.
- 5.75. The tender will be evaluated as per TTTT Act.
- 5.76. The tenderer should offer his/her rate as mentioned in the tabular column of the commercial bid.

SIGNATURE OF THE TENDERER

- 5.77. No column should be left blank in the commercial bid. In such case the tender will not be considered for evaluation.
- 5.78. All inclusive end rates shall be considered for evaluation of lowest offer.
- 5.79. 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.

**VALIDITY**

- 5.80. 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.
- 5.81. 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.
- 5.82. **DEVIATION:**
- 5.83. The offers of the tenderer with deviations on technical/ commercial bids of the tender will be rejected
- 5.84. No alternate offer will be accepted.

6.0. SCOPE OF WORK

GENERAL :

The dairy has the strength of more than 580 persons, consisting of 150 employees, 280 Contract labourers & 150 Route & Agency vehicle driver 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 3500 litres of water for consumption and cleaning. 40 units of Electricity and 25 litres of milk at free of cost daily for canteen use.

SIGNATURE OF THE TENDERER

SCOPE OF WORK

6.01. 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 functions in the following ways:-

- a. First shift from 06.00 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 08.00 to 16.30 hours

6.02. The successful tenderer should supply the following items at the rates offered by him / her on a regular /rotation basis daily as detailed below without fail.

Sl. No	Name of the Menu	Quantity	Time of supply	Mode of supply	Approximate quantity/per day
1	Tea	120ml	i)6.00AM to 11.30AM ii)3.30PM to 5.00PM iii)12.00AM to 01.00 AM	General	240 Nos
Break fast					
2.	Idly with Coconut chutney, Sambar, onion chutney and vadai	4 Nos x 50gm=200gms	6.00AM to 10.00AM	On rotation basis	55 Nos
3	Pongal with Sambar, Coconut chutney and vadai	200gms	6.00AM to 10.00AM	On rotation basis	55 Nos
4	Semiya uppuma with Brown Sugar and Coconut chutney and Vadai	200 gms	6.00AM to 10.00AM	On rotation basis	55 Nos
5	Idiyappam / Appam with Coconut Chutney, brown sugar and Vadai	50 gms x 4 Nos = 200gms	6.00AM to 10.00AM	On rotation basis	55 Nos
6	Poori with Potato masala/ kuruma and Vadai	100 gms x 2 nos=200 gms	6.00AM to 10.00AM	On rotation basis	55 Nos
7	Wheat chappathi with Vegetable kuruma and Coconut chutney and vadai	120gms x 2 Nos = 240gms	6.00AM to 10.00AM	On rotation basis	55 Nos
Meals					
8	Meals Boiled rice with Sambar (or) Vathakulambu, Karakulambu, (on alternative days)Rasam, Plain curd, Koottu, Poriyal, Appalam, sweet, Chappathi, vadai and Pickle daily (Mango or lemon or garlic)	450gms	12.00 Noon to 14.30PM	General	95 Nos

Dinner					
9	Idly with Coconut chutney, Sambar, onion chutney and vadai	4 Nos x 50gm=200gms	07.30 PM to 9.00 PM	On rotation basis	40 Nos
10	Pongal with Sambar, Coconut chutney and vadai	200gms	07.30 PM to 9.00 PM	On rotation basis	40 Nos
11	Semiya uppuma with Brown Sugar and Coconut chutney and Vadai	200 gms	07.30 PM to 9.00 PM	On rotation basis	40 Nos
12	Idiyappam / Appam with Coconut Chutney, brown sugar and Vadai	50 gms x 4 Nos = 200gms	07.30 PM to 9.00 PM	On rotation basis	40 Nos
13	Poori with Potato masala/ kuruma and Vadai	100 gms x 2 nos=200 gms	07.30 PM to 9.00 PM	On rotation basis	40 Nos
14	Wheat chappathi with Vegetable kuruma and Coconut chutney and vadai	120gms x 2 Nos = 240gms	07.30 PM to 9.00 PM	On rotation basis	40 Nos

- 6.03. The Successful tenderer has to adopt the procedure as laid down by the Dy. General Manager (DG), Sholinganallur Dairy from time to time.
- 6.04. No revision of rate will be entertained at any cost during the contract period as well as the extension period.
- 6.05. The Successful tenderer should provide sufficient man power for cooking and serving food stuffs.
- 6.06. 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.
- 6.07. 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.

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- 6.08. 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.
- 6.09. 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
- 6.10. The Successful tenderer should ensure the personal cleanliness and hygiene of his/her staff.
- 6.11. 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.
- 6.12. The Successful tenderer and his/her staff should be courteous while serving food stuffs.
- 6.13. 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.
- 6.14. The Successful tenderer should prepare and serve only vegetarian items in the canteen as specified in the scope of work.
- 6.15. A Notice Board / Display Board indicating the menu, quantity, rates and time of supply should be displayed in the dining hall of the canteen.
- 6.16. 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.
- 6.17. Any consumptions over and above 3500 litres. of water, 40 Units of electricity and 25 litres of milk per day, the cost of them will be recovered from the bill of the Successful tenderer.

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- 6.18. 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.
- 6.19. 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.
- 6.20. The Successful tenderer should furnish the Registration of State License as per the Food Safety and Standards Act 2006 (FSSAI)
- 6.21. 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)
- 6.22. The successful tenderer should provide the special sweet on all the festival dates.
- 6.23. The successful tenderer shall be responsible for the behaviour of his workers or for noncompliance of the procedures, suitable penalty will be imposed including cancellation of the tender agreement.
- 6.24. 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.
- 6.25. 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.
- 6.26. 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.

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- 6.27. All inclusive end rate shall be considered for evaluation of lowest offer.
- 6.28. The successful tenderer should use only branded oil, branded tea powder & the reuse must be strictly avoided.
- 6.29. Any leftovers should not be served at the next meal time.
- 6.30. The Canteen windows, doors and wash basin should be properly cleaned
- 6.31. The canteen and its surroundings should be kept neat, clean hygienic, free from flies, lizard, Cockroach, Rodent and insects
- 6.32. 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.
- 6.33. The successful tenderer should follow the menu/ schedule.
- 6.34. The canteen kitchen area should be painted for every six months once
- 6.35. Disposal of food area should be kept clean & collection of waste should be in green & black Bag.

#### **7.0. PENALTY:-**

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

- 7.01. 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.
- 7.02. The Canteen windows, doors and wash basin should be properly cleaned. Failing which, a fine of Rs.1000/- per instance will be recovered.
- 7.03. Unsatisfactory work in up-keeping conditions if found out by the officials, a fine of Rs.500/- per instance will be recovered.
- 7.04. The canteen and its surroundings should be kept neat, clean hygienic, free from flies, lizard, Cockroach, Rodent and insects. Failing which Rs.1000/- per instance will be recovered.
- 7.05. 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.

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- 7.06. 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.
- 7.07. The successful tenderer should follow the menu/ schedule. If not follow the menu/ schedule any complaints received from workers / canteen committee member panality will be imposed Rs.1000/- per instance.
- 7.08. 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.
- 7.09. 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.
- 7.10. The successful tenderer should not use the artificial colouring materials in food Failing which Rs.1000/-per instance as penalty will be imposed.
- 7.11. Items banned by the government/ Expired items should not be used in the canteen & dairy premises.
- 7.12. If any hair and stone / insect presence in food items, a penalty of Rs.2000/- Shall be imposed per instant.

ALL THE TERMS AND CONDITIONS ACCEPTED.

SIGNATURE OF THE TENDERER

**9. LETTER OF TENDER**

To,

The Managing Director,  
TCMPF LTD, Aavin Illam,  
Nandanam  
Chennai – 600 035.

Sir,

I / We do hereby tender / offer to the Tamil Nadu Co-operative Milk Producers' Federation Limited for the "Running an Industrial Canteen work contract at Sholinganallur dairy Complex for 24 months during the year 2024-2026 of Tamil Nadu Co-operative Milk Producers' Federation Limited" conforming to the terms and conditions stated in the contract.

I / We have understood the requirement of the Tamil Nadu Co-operative Milk Producers' Federation Limited, the details of the manpower to be supplied and have carefully understood the conditions of contract and the specification with all the stipulations of which I /We agree to comply.

I / We hereby undertake to provide required manpower at the places mentioned in the tender, within the time limit specified by the Tamil Nadu Co-operative Milk Producers' Federation Limited.

I am / We are aware that time of providing manpower is the essence of this contract and accordingly, I / we would adhere to the same.

I / We further agree that I / We would not withdraw this tender either in full or in part. If by chance, I / we have to withdraw the offer, I / we agree that the EMD/SD paid will be forfeited by the Tamil Nadu Co-operative Milk Producers' Federation Limited, without any notice to me / us.

I / We affirm that in any previous tender to the Tamil Nadu Co-operative Milk Producers' Federation Limited I / we have not committed any fraud by furnishing wrong information and the Tamil Nadu Co-operative Milk Producers' Federation Limited had not written to us alleging fraud in our transaction with the Tamil Nadu Co-operative Milk Producers' Federation Limited.

I / We further confirm that in case, any of the information noted above is found to be incorrect, I / We will be liable for any action under the terms of the tender / contract including termination of the contract and forfeiture of the Earnest Money / Security Deposit.

I / We hereby undertake and agree to pay the Security Deposit as per the tender conditions within ten days from the date of issue of Work Order.

I / We undertake to sign the contract with the Tamil Nadu Co-operative Milk Producers' Federation Limited within ten days from the date of issue of Work Order.

I / We further agree that the acceptance of the tender conditions would, by itself, constitute a valid and concluded contract binding on me/us, even if separate contract is not signed.

I / We further agree that in the event of my/our failing to deposit securities mentioned above or to execute the Contract within the period of ten days as referred to above, the Manager Director, Tamil Nadu Co-operative Milk Producers' Federation Limited, shall be entitled to cancel the contract and there upon arrange for any other person or persons to supply manpower herein before mentioned and I / We agree to be liable for all damages, losses, charges and expenses arising from or by reason of such failure on our part.

I / We hereby further agree and undertake that in case, there is any misconduct noticed with any of the personnel by the Tamil Nadu Co-operative Milk Producers' Federation Limited, I/we undertake to withdraw the personnel immediately.

Having fully understood the tender conditions and the above undertaking in this letter, we sign on this ..... Day of .....at Chennai.

Yours faithfully,  
Authorized Signature :

Name & Title of Signatory :  
.....  
....

Name of the Tenderer : .....

Address : .....  
.....  
.....

## **7. PROFILE OF THE BIDDING ORGANISATION**

The tenderer shall furnish the following details without fail:

Name of the Organization	
Whether Sole Trader / Partnership / Private Limited Co. of Public Limited Co.	
Year of Incorporation(Furnish copy of Certificate of incorporation)	
Address of the Registered Office:	
Contact Person Name:	
Contact Person Mobile:	
E-Mail Address:	
Registered under (give details under which Act the Company is registered)	
ISO /FSSCI Registration:	
List of large companies / Public Sector Undertakings / Local Bodies /Companies to which the manpower has been supplied	
GST Registration Number(Furnish copy of GST Certificate)	
PAN Number(Furnish copy of PAN Card)	
ESI Registration details	
EPF Registration details	
Names of the Bankers	
Whether registered with MSME/NSIC. If so, furnish the details.	

Note: The tenderer 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 tenderer with office seal

Place:

Date:

**11 . STATEMENTS****1. DECLARATION**

I / We ..... having the registered office at .....  
..... hereby declare that the Firm / Company or its Partners /  
Shareholders have not been blacklisted by the Tamil Nadu Co-operative Milk Producers'  
Federation and its District Unions or any Undertaking / Corporation of the Central / State  
Governments or any other reputed Organization.

**Signature of the Tenderer  
with Seal**

**2. DECLARATION FORM**

I/We ..... having the registered office at..... declare that I/we have carefully read all the terms and conditions of Tender floated by the Tamil Nadu Co-operative Milk Producers' Federation vide Tender Ref. No ..... for Running an Industrial Canteen at Sholinganallur Dairy Complex for 24 months during the year 2024-2026 strictly conforming to the specifications as given in the Tender Document and I / we shall abide by all the conditions set forth therein.

**Signature of the Tenderer  
with Seal**



### **3. CERTIFICATE**

I/we having office at ..... declare that the tender forms downloaded from the website <https://tntenders.gov.in> and [www.aavin.tn.gov.in](http://www.aavin.tn.gov.in) have not been tampered with /modified in any manner. In case, if the same is found to be tampered with / modified, my / our Tender shall be summarily rejected.

**Signature of the Tenderer  
with Seal**

**AAVIN****THE TAMILNADU CO-OPERATIVE MILK  
PRODUCERS' FEDERATION LIMITED:  
CHENNAI - 600 119****PART – II****COMMERCIAL BID****QUALIFICATION**

The Commercial offers of such of those tenderer who qualify themselves for being considered for the tender for the contract work for **RUNNING AN INDUSTRIAL CANTEEN** at Sholinganallur Dairy, Chennai-600 119 for 24 (Twenty four) months from the date of execution of agreement by the Successful tenderer by fulfilling the entire Terms and Conditions as laid in Part I "Technical Bid" of this tender will be considered for the finalisation of the tender.

**Signature of the Tenderer.**

THE TAMILNADU CO-OPERATIVE MILK PRODUCERS FEDERATION LIMITED  
THIRD DAIRY: SHOLINGANALLUR: CHENNAI 600 119

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PART-II COMMERCIAL BID

PRICE QUOTATIONS: RATE QUOTED

Running an Industrial Canteen at Sholinganallur Dairy for 24 months.

Sl. No	Name of the Menu	Approximate quantity per day	Basic Rate per item Rs. p	GST Rs. P	End Rate/ items Rs. P
1	2	3	4	5	6
1	Tea	240 Nos			
2.	Tiffin / Dinner	50 Nos / 45 Nos.			
3	Meals	95 Nos.			
	Total (End rate is inclusive of all cost, payment of GST and any incidental services)				

**Note:**

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 only should be quoted for Breakfast, Tea, Meals per item separately. As per tender clause No.6.02**
7. All inclusive aggregate end value for the tender quantity as per tender clause No.6.02 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.

SIGNATURE OF THE TENDERER