

**Chandigarh Industrial &  
Tourism Development Corporation Limited  
CIN: U45202CH1974SGC003415**

Regd Office: SCO – 121-122, Sector 17-B, Chandigarh – 160017  
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**E-Tender for Designing & printing of Tourist Literature.**

**TERMS & CONDITIONS**

1. The tender must be accompanied by earnest money of Rs.15,000/- (Rupees Fifteen Thousand Only) in the shape of Bank Draft/Pay Order of any Scheduled Bank drawn in favour of CHANDIGARH INDUSTRIAL & TOURISM DEVELOPMENT CORPORATION LIMITED, CHANDIGARH. **The amount of earnest money shall not be accepted through cheque.** The amount of earnest money, if any, lying with the Corporation or any other pending amount will not be adjusted against the present tender. The earnest money of the successful tenderer(s) shall be converted into performance security and shall be refunded without interest after the faithful execution/completion of the contract. Tender without earnest money shall not be entertained.
2. Tender(s) should be uploaded upto the date and time as indicated in the Tender Notice.

The tender will be in two parts i.e. Technical Bid (Part `A') and Financial Bid (Part `B'). The Technical Bid and Financial Bid should be uploaded on the e.bid as indicated in the Tender Notice. The tenderer submitting Technical bid should give maximum information regarding themselves and Technical capabilities, as they deem fit. The Technical Bid should contain the technical details like Address and Telephone No. of premises from where the agency is operating, details of EMD (DD/Pay Order No., date, amount etc.), clients list and any other relevant information. The sample of paper, binding material, type of binding etc. shall be provided by tenderer alongwith full specification of pages.

The Financial Bid will contain only the Financial Bid in BOQ to be uploaded through e.bid. Before opening the Financial Bid, the technical details, such as experience and performance from the present client, financial position, credentials, etc. shall be considered and the clarification, if any, wherever necessary will be obtained from the concerned tenderer. Thereafter, those agencies found suitable technically and shortlisted will be considered for opening of Financial Bid after intimating them in writing/telephonically. Every tenderer shall submit sample of each item for which rates have been quoted by them. In case of non-submission of samples, Financial Bid shall not be entertained or opened.

The decision of short listing of Technical Bid by MD, CITCO will be final and binding on all.

While submitting the sample, the tenderers / agencies has to submit list containing following details:-

List of Sample submitted (Sample format)

Sr.No.	Name of Items

Signature of tenderer with seal / stamp.

(Note: Sr.No. mentioned in the above table should match with the Sr.No. mentioned in the BOQ.

Further related Sr.No.(as mentioned in BOQ and list) shall also be mentioned on the samples of items submitted by the agency for cross verification by the technical committee.

3. Tenderer is free to quote rates for any or all the items. However, the Corporation reserves the right to place the order in parts or as a whole to the one or more tenderers depending upon evaluation of samples and lowest rates quoted by the tenderer.

Every tenderer shall submit sample of each item for which rates have been quoted by them. In case of non-submission of samples, Financial Bid shall not be entertained or opened.

4. (a) The validity of tender shall be for 120 days from the date of receipt.

The finally approved and determined rates will remain in force for **two years** from the date of award of contract with a provision to extend further for another **one year (Total Contract Period 3 years)** on the same approved rates, terms & conditions as approved by the Corporation.

Further, extension for 2<sup>nd</sup> year and 3<sup>rd</sup> year will depend upon the performance of the agency and viability of rates and at the sole discretion of M.D., CITCO. **The Corporation will not entertain any request for the increase of rates on account of increase of tax, excise duty, natural calamity, strike, other levies or any other reasons, whatsoever, during the period of contract. Any new tax imposed during the currency of contract will, however, be considered.**

- (b) 5% annual increase after expiry of two (2) years on year to year basis be given depending upon the performance of the agency
5. (a) **The Central Sales Tax/VAT/Service Tax, if applicable, should be indicated clearly in the tender form as “Central Sales Tax/ VAT/Service Tax Extra” alongwith the percentage of Central Sales Tax/VAT/Service Tax as applicable against each and every item failing which it will be treated that the rates quoted by the tenderer are inclusive of Sales Tax/Central Sales Tax/VAT/Service Tax. After this no representation/ request regarding payment of Central Sales Tax/VAT/Service Tax shall be entertained. The rates may be quoted by showing the percentage and amount of VAT under the column of VAT in the specifications.**

**Service Tax/ VAT/ will be paid to the tenderer provided the Central Sales Tax/VAT/Service Tax registration No. Service Tax Code & Accounting Code is mentioned on the bill/ invoice and all relevant**

**formalities including furnishing of Forms/VAT Invoice, if any, are fulfilled by the tenderer.**

(b) In case of Value Added Tax (VAT) invoice, CITCO name, address and VAT/TIN No. must be indicated/printed by you. For items on which VAT is applicable, it may also be mentioned/printed “**Input Tax Credit is available against this invoice**”. Each such invoice will be submitted by the tenderer in duplicate (two copies). While the first copy will be used for claiming Input Tax Credit by the Corporation and will be submitted to the Assessing Authority of Excise & Taxation Department, Chandigarh, alongwith the return for claiming Input Tax Credit (ITC), the 2<sup>nd</sup> copy will be used for processing the payment to the suppliers. Therefore, it may be ensured that such invoices are submitted in duplicate (two copies).

“**Retail invoice**” will, however, be accepted for goods purchased by the Corporation for own consumption and not for sale and for Inter State Purchase.

6. The rates quoted should be Stores of Head Office or any other destinations in Chandigarh as fixed by the Corporation irrespective of quantity ordered.
7. The Management reserves the right to reject the supply of items for which the contract is awarded, if it is not found as per prescribed standard, wholly or partly, and the rejected quantity shall be lifted/removed by the supplier immediately from the hotels premises/other units of the Corporation at their own expenses on being informed of the same. In case the tenderer fails to remove the rejected material or items, the Corporation reserves the right to dispose off the same at the cost of the tenderer and no claim whatsoever shall be entertained.
8. The number of items and quantity thereof mentioned in the BOQ are tentative/indicative and can be increased/decreased as per requirement of the Corporation. The Corporation also reserves the right to withdraw any item mentioned in the BOQ and no compensation shall be payable for the same.
9. The Corporation shall not be in any manner concerned with the internal affairs of the tenderers i.e. dispute and dissolution, etc. or affairs concerning any other (third) party that the supplier may be having.
10. Printing Press should be in the name of tenderer only who would be applying for this tender.
11. (a) In case of late supply, CITCO reserves the right to levy penalty as follows in addition to other recourse:-

<u>S.No.</u>	<u>Delayed Period</u> (after normal supply Period 15 days	<u>Rate of Penalty</u> (As percentage of Bill Amount)
1)	Up to 7 days	10%
2)	Above 7 days to 15 days	10%
3)	Above 15 to 30 days	15%

(b) For delay beyond reasonable time, CITCO reserves right to cancel the contract and forfeit the security and black list the tenderer up to three years.

12. In case of non-supply or inferior quality supply, CITCO reserve the right to purchase the material from open market at your risk and cost. In that eventuality, contract may also be cancelled and security deposit may also be forfeited. Further for providing inferior quality supply continuously, you will be liable to be debarred from participation in the tender of the Corporation for the next 3 years.
13. The Corporation shall be at liberty to purchase/get printed items from Govt. approved agencies and the tenderer shall have no objection to it.
14. The tenderer shall be duty bound to effect the supply of items contracted for to the extent indented during the contract period.
15. Failure to discharge the contractual obligations by the tenderer will lead to debarring of the firm for future tendering in the Corporation upto three years and the security deposited shall be forfeited in whole.
16. (a) Payments will be processed on fortnightly basis i.e. in batches of 1<sup>st</sup> to 15<sup>th</sup> and 16<sup>th</sup> to 30<sup>th</sup> / 31<sup>st</sup> of each month. Payment of each batch will be released within 15 days of close of each batch. Thus, while payment of bills from 1<sup>st</sup> to 15<sup>th</sup> of a month will be made upto 30<sup>th</sup> of the same month, payment of bills in the batch of 16<sup>th</sup> to 30<sup>th</sup> / 31<sup>st</sup> will be released before 15<sup>th</sup> day of next month.

**Head Office shall ensure that whenever payment for the concerned bills will be made, detail regarding deductions of TDS and others, if any, may be sent alongwith payment to the Agency with a copy to Sr. Manager(PR) also.**

- (b) **As per the instructions of the Ministry of Finance, Govt. of India, New Delhi, Govt. Companies / PSUs have been directed to adopt e-payments as the preferred mode of payment w.e.f. 01.04.2013.**

**For the purpose, tenderers are required to compulsorily furnish the following information to enable them receive payments in time:-**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Information to be filled by Tenderer</b>
1.	<b>Name of the party (as appearing in their bank account).</b>	
2.	<b>Bank's Name</b>	
3.	<b>Bank's Address</b>	
4.	<b>Bank Account Number</b>	
5.	<b>IFSC Code of the Bank</b>	
6.	<b>Type of Bank Account</b>	
7.	<b>Enclose one cancelled cheque of the bank</b>	
8.	<b>Mobile No.of the tenderer on which SMS alerts for payment credited to their account is to be given</b>	

9.	<b>E-mail I.D. of the tenderer on which email notification for payment credited to their account is to be given</b>	
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**On adoption of the above system, the payments will be remitted electronically under intimation to them by e-mail / SMS.**

17. The Corporation can terminate the whole contract or part of it by withdrawing item/items from the list of approved items at any time without assigning any reason whatsoever even before the expiry of the contract period.
18. The aforementioned terms & conditions shall be binding and operative between the tenderer (supplier) and the Corporation.
19. The undersigned reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
20. "In the event of any question, dispute, or difference arising out of the agreement or in any manner touching this agreement and the solution of which is not expressly provided in this agreement, the same shall be referred to Sole Arbitrator in accordance with the provisions of the Arbitration and Conciliation (Amendment) Act. 2015 and the parties agreed to abide by the decision of the Arbitrator. Subject to the arbitration clause, the Courts at Chandigarh shall have the exclusive jurisdiction."
21. Other than the arbitration clause Managing Director, CITCO is the Competent Authority to dispose of the day to day issue/disputes with licensee.
22. Managing Director, CITCO may impose additional terms & Conditions as may be required in the best interest of the Corporation in consultation with the agency.

**MANAGING DIRECTOR**

**NOTE :- Scanned copy of information in respect of condition No.16(b) may also be uploaded alongwith the rates to be quoted.**

CHANDIGARH INDUSTRIAL & TOURISM DEVELOPMENT CORPORATION  
LIMITED

S.C.O. 121-122, SECTOR 17-B, CHANDIGARH  
PH. NO. 2704761, 2704356, 4644430-34

TECHNICAL DETAILS OF THE TENDERER

TECHNICAL BID ( PART- 'A')

A Earnest Money Deposit

- B
1. Detail of tenderer- Name, Father's Name, Name of Firm, Complete Address, Date of Incorporation, Contact Number.
  2. Sales Tax/ Registration No./Service Tax/ Accounting Code No./Copy of PAN Card Number.
  3. Each sample shall have sticker indicating "SAMPLE- NOT FOR SALE" submitted by " NAME AND ADDRESS OF TENDERER" with Signatory
  4. Samples submitted by all the tenderers shall be examined by a committee of Officers of CITCO for selection. If need be tenderer may be called by committee for any clarification w.r.t. samples decision of management.
  5. Sample must be submitted and handed over to concerned Officer of PR Branch against proper receipt by 21.3.2017 before 5.00 PM positively
  6. Tenderer will be permitted to quote rates of only those items for which they have submitted samples. The rates quoted for items whose samples have not been submitted shall not be considered for comparison even.
  7. Approved samples shall be retained by office and rejected samples shall be returned to tenderer. Tenderers shall be given seven days time to collect reject tender fails to do so CITCO shall not be responsible for any damages/loss to the said samples.
  8. List of clients
  9. Any other information that tenderer may like to add either in this sheet or as Annexure.

NOTE;- Please upload the scanned copy/copies of above said information online as a Technical Bid.