



Chandigarh Industrial & Tourism Development Corporation Limited
CIN: U45202CH1974SGC003415

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E-Tender for the supply of Milk and Milk Products to Hotels/Units of the Corporation.

The Corporation invites e-tenders for the supply of Milk and Milk Products to Hotels/Units of the Corporation. The rates for Milk and Milk Products are invited for the period of One Year. The Tenderer is free to quote rates for any or all the item as specified in the BOQ of the e-tender for the aforesaid periods. CITCO reserves the right to allot contract for supply of Milk and Milk Products as its own discretion and in the interest of the Corporation.

FALL CLAUSE

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

1. Eligibility Criteria

- a) The tenderer/ bidder should be the manufacturer of Milk Products like Paneer, Cream, Butter, Sweets, etc.,

For the purpose, the tenderer/ bidder has to submit details of their manufacturing facility or outlet along with valid food safety license as per the provisions of the Food Safety and Standards Act, 2006 as amended and applicable from time to time.

- b) The tenderer/ bidder should submit valid Food Safety License as manufacturer as per the provisions of The Food Safety and Standards Act, 2006, as amended and applicable from time to time.

For the purpose, the tenderer/ bidder has to submit documents.

- c) The tenderer will also submit MSME certificate, in case registered under MSME, failing which it will be considered as if the tenderer is not registered under MSME.

- d) The tenderer must submit an undertaking that he or his firm is not blacklisted by any of the Government Department or PSU.

TERMS & CONDITIONS:

2. The tenderer must have to submit Proforma for Earnest Money Deposit Declaration as per format at Annexure `A'. However, after the allotment of

contract they are required to deposit performance security as detailed below at Clause No.9.

3. Tender(s) should be uploaded upto the date and time as indicated in the Tender Notice.
4. The tender will be invited online i.e. Technical Bid and Financial Bid. The Technical Bid and Financial Bid should be uploaded on the e.bid as indicated in the Tender Notice. The Technical Bid should contain the technical details like Address and Telephone No. of Shop / Factory from where the supplies are proposed to be made, details of EMD (DD / Pay Order No., date, amount etc.), manufacturing, storage and hygienic arrangements, clients list, experience and any other relevant information. The evaluation of Technical Bids of only Non-Government tenderers in respect of products manufactured in unorganized sectors for the supply of Milk Products including Sweets shall be made and clarification, if any, wherever necessary, will be obtained from the concerned tenderer.

In the Financial Bid/ BOQ, name of requisite milk products/ items has been mentioned. The Bidders has to the quote rates/ financial bid without including tax as the taxes will be extra as applicable. Further, the bidder has to quote rates/ financial bid of milk products/ items strictly as per product particulars/ packing/ specifications/ other details as mentioned in the BOQ. In case, the bidder has submitted basic rates/ financial bid including taxes, then CITCO will neither responsible for it nor entertain any request for the same.

After assessing the technical details, CITCO will short list the parties fulfilling the technical criteria laid down for the purpose. The Financial Bid of only those technically short listed parties will be opened. The decision of short listing of Technical Bids by MD, CITCO will be final and binding on all.

5. Tenderer/ bidders are free to quote rates for any or all the items mentioned in the BOQ. The allotment of contract to the successful tenderer (s) will be made on the basis of lowest quoted rates. However, the Corporation reserves the right to place the order in parts or as a whole to the one or more tenderers depending upon lowest rates. It is also made clear that there can be different suppliers, for the same products.

Further, the Corporation will not entertain any request for the increase of rates on account of natural calamity, other levies or any other reasons, whatsoever, during the period of contract. However, any request for increase in taxes due to increase in Govt. taxes/levies or any new tax imposed by the Govt. during the contract period will be considered, on merit and as per Law.

6. The validity of tender shall be for 90 days from the date of receipt.
7. The finally approved and determined rates will remain in force for one year from the date of allotment. The Corporation will not entertain any request for increase of rates on account of natural calamity, strike or other reasons during the contract period
8. The allotment of contract to the successful tenderer will be made at the sole discretion of CITCO as under:-

i) On the basis of aggregate of lowest weighted average rates based on the tentative quantity.

Or

ii) On the basis of lowest rates quoted by the respective tenderers/ parties, i.e. the contract can be allotted to more than one agency on the basis of lowest rates.

The Corporation reserves the right to follow any of the above basis of allotment on case to case basis. The decision of the management in this regard will be final and binding on all.

It is further clarified that CITCO reserves the right to allot contract for supply of Milk & Milk Products as its own discretion and in the interest of the Corporation for any or all period/ season i.e. summer or winter season.

9. The successful tenderer including MSME registered agencies shall have to deposit performance security @ 3% i.e. Rs.1.00 Lakh (Rupees One Lakh only) of total tender value, in the shape of DD/ RGTS in favour of "CITCO" and payable at Chandigarh within 30 days from the date of allotment of contract
10. The agency has to issue computerized invoices to CITCO Hotels/ Units. No handwritten invoices/ bills will be issued unless allowed by MD, CITCO in writing, if there are genuine reasons for the same.

The respective Accounts Branches of Hotels/ Units will make bill wise payments to the agency. In case, the consolidated cheque/ NEFT was issued, then the details of consolidated payment for respective bills will be send to the agency. Any deduction of any kind, in the bill(s) will be conveyed to the tenderer/ agency by the Accounts head of respective Accounts Branches of Hotels/ Units without any fail.

11. The prospective supplier/vendor must have a GST registration and indent to pay tax and issue valid invoice under GST. The tax invoice shall be issued as per Section 31 of CGST Tax and shall contain particulars as prescribed under GST Invoice Rules, 2017. The amount of GST shall be charged separately and clearly on the Invoice. Any discount provided by the prospective vendor should clearly be mentioned on the Invoice. The prospective vendor/supplier shall have to produce challans for the payment of GST in order to make CITCO eligible to avail the input credit.

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

12. The rates quoted should be F.O.R. Stores of the Hotels / Units or any other destinations in Chandigarh as fixed by the Corporation irrespective of quantity ordered.
13. The tenderer will supply the Milk & Milk Products to the Hotels / Units between 8.00 A.M. to 11.00 A.M.

In case the supply is not received upto the time given above, the tenderer will have to pay Rs.200/- per hour as demurrage charges for delay subject to the condition that the penalty will not exceed the value of supplies not received upto the stipulated / extended time (with penalty). Thereafter, the Hotels /

Units shall be at liberty to make purchase of the items as per the requirement from the open market at the risk and cost of the tenderer without further intimation.

14. The Corporation will be at liberty to get the samples of Milk & Milk Products including Sweets manufactured at manufacturing facility or at outlet supplied by the tenderer/ bidder tested from the Govt. Laboratory at Chandigarh at any time.
15. In case of requirement, the tenderer shall have to supply the items as mentioned in the BOQ on the same rates, terms and conditions to the U.T. State Guest House, Sector-6 also in addition to the various catering units of CITCO during the period of contract.
16. 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.
17. The number of items and quantity thereof mentioned in the BOQ Tender Form 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 Tender Form and no compensation shall be payable for the same.
18. In case of non-supply or inferior quality supply, CITCO reserve the right to purchase the material from open market at the risk and cost of the bidder. 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 upto next 3 years.
19. The Corporation shall be at liberty to purchase the items from Govt. approved agencies and the tenderer shall have no objection to it.
20. The tenderer shall be duty bound to effect the supply of items contracted for to the extent indented during the contract period.
21. Failure to discharge the contractual obligations by the tenderer will lead to debarring of the firm for future tendering in the Corporation upto next 3 (three) years and the security deposited shall be forfeited in whole.
22. All the payments will be processed on fortnightly basis i.e. in batches of 1st to 15th and 16th to 30th / 31st of each month. Payment of each batch will be released within 15 days of close of each batch. Thus, while payment of bills from 1st to 15th of a month will be made upto 30th of the same month, payment of bills in the batch of 16th to 30th / 31st will be released before 15th day of next month.

Further, all the payments will be made by Hotels/units immediately within 15 days from the date of receipt of material alongwith payment advice through e-

mail and hard copy to the approved contractor/ agency with copy to Commercial Branch, H.O.

23. 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:-

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

On adoption of the above system, the payments will be remitted electronically under intimation to them by e-mail / SMS on submission of above said RTGS/ NEFT details, all the payment will be made through RTGS/NEFT to the contractor/ agency.

24. The free scheme, if any, introduced by the Manufacturer / Authorized Distributors with the sale of product from time to time shall also be applicable to the Corporation. In such cases the contractor shall indicate the details of free supply in the bill, while supplying the indented material.
25. 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.
26. The aforementioned terms & conditions shall be binding and operative between the tenderer (supplier) and the Corporation.
27. The undersigned reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
28. In the event of dispute, the same shall be referred for arbitration to the Managing Director, CITCO, or any person appointed by him / her. The award of the Arbitrator shall be final and binding on both the parties. In the event of any question, dispute or difference arising out of the agreement and the solution of which is not expressly provided in this agreement, the same shall be referred to Sole Arbitrator i.e., Managing Director, CITCO or any other person appointed by him/her, accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any amendments thereof and the parties agreed to shall abide by the decision of the Arbitrator. Subject to the arbitration clause, the Courts at Chandigarh shall have the exclusive jurisdiction.

Other than the arbitration clause, M.D, CITCO is the Competent Authority to dispose of the day to day issues/disputes with the contractor/ agency. All dispute is subject to the jurisdiction of Chandigarh only.

Managing Director

ON THE LETTER HEAD OF THE BIDDER

Annexure "A"

PROFORMA FOR EARNEST MONEY DEPOSIT DECLARATION

Whereas I/We _____ (Name of agency)
_____ have submitted bid for **the Supply of Milk and Milk
Products** (Name of work/Tender) invited by **Chandigarh Industrial & tourism
Development Corporation Limited (CITCO)**

I/We, hereby submit following declaration in lieu of submitting Earnest Money Deposit: -

(1) If after the opening of tender, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents.

OR

(2) If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/We shall be suspended for one year and shall not be eligible to bid for CITCO Tenders from date of issue of suspension order.

Signature of Tenderer

Technical Bid

Sr. No.	Particulars/ Documents	To be submitted by bidder
a)	Submit Proforma for Earnest Money Deposit Declaration	
b)	Name, address, email id, Mobile No. of the bidder	
c)	Copy of PAN Card, GST Registration (if as applicable)	
d)	Attach document (Refer Clause 1 (a) of eligibility criteria)	
e)	Attach FSSAI Certificate (Refer per Clause 1 (b) of eligibility criteria)	
f)	Attach MSME Certificate (Refer clause 1 (c) of eligibility of tender document.)	
g)	Attach Undertaking (Refer clause 1 (d) of eligibility of tender document.)	
h)	Submit Bank Details (Refer clause 23 of tender document.)	

PROCEDURE FOR E-TENDERING

1. The Bids shall be received electronically only through the website etenders.chd.nic.in.
2. Bid Document can be downloaded from the website of Chandigarh Administration <http://etenders.chd.nic.in/nicgep>.
3. The Bidders shall have to submit their Bids (Technical Bid & Financial Bid) online in Electronic Format with Digital Signatures. For participation in the e-tendering process, the Bidders need to register themselves on <http://etenders.chd.nic.in/nicgep>. On registration they will be provided with a user ID and a system generated password enabling them to submit their Bids online using Digital System Certificate (DSC).
4. The Bids shall be uploaded in Electronic Format on the website <http://etenders.chd.nic.in/nicgep>. **Scanned copies of Earnest Money Deposit, Document and Eligibility Documents shall also be uploaded alongwith Technical Bid within prescribed time limit.**
5. EMD in original as uploaded by the Bidder shall be placed in the manner as described in the Bid Document and shall be submitted in person by the specified date and time in Commercial Cell, Head Office, CITCO, SCO 121-122, Sector 17-B, Chandigarh. The Agency who fails to submit the EMD as mentioned above, in physical form on or before the prescribed date will be declared as ineligible and the Bid submitted by them shall be declared as invalid.
6. The Agency has to produce the original documents as and when asked for by Commercial Cell, CITCO. The failure of the Agency to furnish the said original documents will entail rejection of its tender summarily.
7. Instructions to Bidders regarding e-tendering process:
 - a) Tenders without digital signatures will not be accepted by the Electronic Tendering system. **No Tender will be accepted in physical form and in case it has been submitted in the physical form it shall be rejected summarily.**
 - b) Bids will be opened online as per time schedule mentioned above.
 - c) Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.
 - d) It will be mandatory for all the Bidders to upload all the documents mentioned under 'Tender Details' template.
 - e) **CITCO will not be responsible for any delay in online submission of the Bids due to any reason whatsoever.**
 - f) The details of EMD specified in the Tender documents should be the same as submitted online (scanned copies) otherwise tender will be rejected summarily.
8. For any technical issue related to Electronic Tendering Portal, Bidders may contract IT Cell, The Department of Information Technology (DIT), Additional Deluxe Building, 5th Floor, Sector-9, Chandigarh, or email at etender@chd.nic.in, Phone No.0172-2740641, 0172-2740003.