



## **Chandigarh Industrial & Tourism Development Corporation Limited**

CIN: U45202CH1974SGC003415

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### **E-Tender for the Supply of Hen Eggs to Hotels/Units of the Corporation.**

#### **Scope of Work**

CITCO, a U.T Govt. Undertaking is engaged in the promotion of Tourism and Hospitality related activities in Chandigarh. The Corporation is managing Hotels viz. Mountview, Sec - 10, Shivalikview, Sec - 17, Parkview, Sec - 24 & Chef Lakeview (F&B Outlet) at Sukhna Lake and other units/outlets.

The Corporation invites e-tenders for the Supply of Hen Eggs\_in Mountview, Sec - 10, Shivalikview, Sec - 17, Parkview, Sec – 24, Chef Lakeview at Sukhna Lake and other units/outlets of CITCO on item rate contract. The rates for Hen eggs are invited for supply at all above outlets for the period of One Year i.e. from the date of allotment to 30.9.2023 (Summer season) and 01.10.2023 to 31.03.2024 (Winter season) .

The approx.04 Lakhs. quantity of Hen Eggs is required in CITCO hotels as detailed in BOQ(i.e. Financial Bid.) Column in Tentative Qty. 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 period CITCO reserves the right to allot contract for supply of Hen Eggs 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 Tender must be accompanied by earnest money of Rs. 40,000/- (Rupees Forty thousand Only) in the shape of Bank Draft/ Pay Order only of any Scheduled Bank drawn in favour of "CITCO", payable at "Chandigarh" and no cheque will be accepted. The amount of earnest money, if any, lying with the Corporation or any other pending payment will not be adjusted against the present tender as EMD. Micro and Small Enterprises as defined in MSE Procurement Policy issued by the Department of Micro Small & Medium Enterprises or/NSIC are registered with Central Purchase organization or concerned Ministries/Departments are exempted from submission of EMD/ bid security.
- b) The tenderer will also submit MSME certificate, in case registered under MSME to avail benefit as mentioned at (a) failing which it will be considered as if the tenderer is not registered under MSME.
- c) The tenderer must have valid License to Food Safety & Standard Act, 2006 duly issued under (FSSAI).
- d) The bidder should not be under liquidation, court receivership or similar proceedings should not be bankrupt. Bidder to upload undertaking to this effect with bid.

- e) The bidder should have an experience of atleast two year regularly supplied same or similar Category Products to any Central / State Govt. Organization / PSU / Public Listed Company/ Any Hotel/Restaurant etc. during the last five years ending 31.03.2022.

For the purpose, please attach copies of relevant contracts to be submitted in support of having supplied some quantity during last Financial year.

## 2 **TERMS & CONDITIONS**

1. Tender(s) should be uploaded upto the date and time as indicated in the E-Tender Notice.
2. The tender will be invited online in two parts i.e. Technical Bid and Financial Bid. The Technical Bid and Financial Bid should be uploaded on the Chandigarh Administration website: <http://etenders.chd.nic.in> 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.), storage and hygienic arrangements, clients list, experience and any other relevant information.

Financial Bid shall only contain rates as per the BOQ. 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 downloaded on suitable date after intimating such short listed parties. The decision of short listing of Technical Bids by MD, CITCO will be final and binding on all.

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. It is also made clear that there can be more than one supplier.
4. The validity of tender shall be 120 days from the last date of receipt of bids.
5. The prospective supplier/vendor have a GST registration and indent to pay tax and issue valid invoice under GST, if applicable.
6. The finally approved and determined rates will remain in force for a period of one(1)Year from the date of allotment to 30.9.2023 (summer season) and 01.10.2023 to 31.03.2024 (winter season). The Corporation will not entertain any request for increase of rates on account of natural calamity, strike or other reasons during the contract period.
7. 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.
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 Hen Eggs as its own discretion and in the interest of the Corporation for any or all period/ season i.e. summer or winter season.

9. Earnest money of the unsuccessful bidder shall be returned within 15 days after the award of contract or after forty-five(45) days beyond the final bid validity period whichever is earlier. Earnest Money of the successful bidder shall be returned within 15 days after receipt of Performance Security/E-PBG.

10. The letter of award and its terms and conditions shall be accepted within two days from its issuance. Further, agreement shall be signed within 10 days of the acceptance of terms & conditions.
11. The successful bidder/seller shall submit the performance security of Rs.60,000/- (Rupees Sixty Thousand Only) to the buyer in the form of Demand Draft/Fixed deposit/ Bank Guarantee from a scheduled Commercial Bank within 10 days from the date award of contract.

The payments to the seller shall become due only after receipt of Performance Bank Guarantee by the buyer and verification of its genuineness.

If the seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the buyer to forfeit either in whole or in part, the performance security furnished by the seller.

12. Seller shall mean any legal entity such as firm(s) of Proprietorship/Partnership Firm/Limited Liability Partnership/Private Limited/ Limited Company/Society Registered under Society's Act/ Statutory Bodies etc.
13. The Goods and Service Tax (GST) as applicable shall be extra and TDS will be deducted as per rules. 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 categorically 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.
14. The agency has to issue computerized invoices directly to the CITCO Hotels/ Units as the case may be 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 sent 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.

15. The tenderer will supply the hen eggs to the Hotels / Units between 10.00 A.M. to 4.00 P.M.

In case the supply is delayed beyond the time given above, the tenderer will have to pay Rs.200/- per hour as demurrage charges subject to the condition that the penalty will not exceed the value of supplies Thereafter, the Hotels / Units shall be at liberty to make purchase of these items as per the requirement from the open market at the risk and cost of the tenderer without further intimation.

16. Management reserves the right to reject the supply of items, 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/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 successful bidder is required to supply the indented quantity of Hen Eggs on FOR basis to CITCO hotels at their proper address with proper mentioning of GST Number of relevant hotel in the invoices separately issued, as per detail given below:-

Sr.No	Unit	GST No.
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1.	Hotel Mountview, Sector 10, Chandigarh	04AAACC6783H7ZI
2.	Hotel Shivalikview, Sector 17, Chandigarh	04AAACC6783H8ZH
3.	Hotel Parkview, Sector 24, Chandigarh	04AAACC6783H6ZJ
4.	Chef Lakeview, The Chef, Sec-17, Bus Stand,	04AAACC6783H4DU

18. The number of items mentioned in the Tender Form BOQ is 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 Tender Form BOQ and no compensation shall be payable for the same.
19. 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.
20. 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 of the tenderer/s. In that eventuality, on becoming regular failure to supply on four occasions & failure to discharge the contractual obligations contract is liable to be cancelled and security deposit may also be forfeited. This will lead to debarring from participation in the tender of the Corporation for the upto next 3 years.
21. The Corporation shall be at liberty to purchase the items from Government approved agencies and also to allocate the supply of tendered items / brands to units/ hotels as per requirement and the tenderer shall have no objection to it.
22. The tenderer shall be duty bound to supply the items to the extent of indented quantity during the contract period.
23. 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.

In case if, the concerned Manager Accounts or Accounts Branch of respective Hotel/ Unit fails to release the payment within 15 days, then he will send written note on 16<sup>th</sup> day to GM/ DGM (Hotel/Unit). General Manager/Dy. General Manager will call a meeting to resolve the issue and ensure timely payment in next 15 days and send report to CGM in this regard.

24. 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 through email or in writing. 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.

Further, Manager Accounts of concerned Hotel/Unit/Head office will issue payment advice in the in the following format:-

**Sub: Bill Payment for the supply \_\_\_\_\_ for the month of \_\_\_\_, 20 \_\_\_\_**

Sir,

We are making payment for Bill of \_\_\_\_\_, 20 \_\_\_\_, as per details below:-

Sr. No	Particulars	Remarks
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1.	Bill No.	
2.	Unit	
3.	Total Bill Amount	
4.	Amount paid through RTGS/ Cheque No. (details)	Rs. _____
5.	Amount Hold Back	Rs. _____
6.	Reasons for holding the said amount	
7.	Any adjustments/in Bills or attendance	

25. 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/NFET details, all the payment will be made through RTGS/NEFT to the contractor agency.

26. 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.
27. The aforementioned terms & conditions shall be binding and operative between the tenderer (supplier) and the Corporation.
27. M.D., CITCO reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
28. In the event of any question, dispute or difference arising out of the 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.

**MANAGING DIRECTOR**

**TECHNICAL BID**

1. Detail of Earnest Money Deposit  
(Refer Clause 'a' of eligibility of tender document.)
2. Name, address, email id, Mobile No. of the bidder
3. Copy of PAN Card, GST Registration (if as applicable)
4. Attach MSME Certificate  
(Refer Clause 'b' of eligibility of tender document.)
5. Attach FSSAI certificate  
(Refer Clause 'c' of eligibility of tender document.)
6. Attach undertaking  
(Refer Clause 'd' of eligibility of tender document.)
7. Submit experience proof  
(Refer Clause 'e' of tender document.)
8. Submit Bank Details  
(Refer Clause **24** of tender document.)

### **PROCEDURE FOR e-tendering**

1. The Bids shall be received electronically only through the website [etenders.chd.nic.in](http://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, 5<sup>th</sup> Floor, Sector-9, Chandigarh, or email at [etender@chd.nic.in](mailto:etender@chd.nic.in), Phone No.0172-2740641, 0172-2740003.