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

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### E-Tender for the supply of Fresh Flowers/Cut Flowers to Hotels/Units of the CITCO.

CITCO invites e-tenders for the supply of Fresh Flower/Cut Flowers to Hotels/Units of the Corporation for the following period: -

Year	Season	Period	
1 <sup>st</sup> Year	Winter Season Summer Season	From the date of allotment to 31.03.2024 From 01.04.2024 to 30.09.2024	Rates approved in the tender
2 <sup>nd</sup> Year	Winter Season Summer Season	From 01.10.2024 to 31.03.2025 From 01.04.2025 to 30.09.2025	Rates approved in the tender
3 <sup>rd</sup> Year	Winter Season Summer Season	From 01.10.2025 to 31.03.2026 From 01.04.2026 to 30.09.2026	Rates approved in the tender + 5 % annual increase

In the 2nd year, there is no increase in approved rates. However in 3<sup>rd</sup> year, 5% annual increase in approved rates will be given to the Contractor.

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

# 1. Eligibility Criteria

- a) The tenderer/ bidder should have shop/ premises in Chandigarh, Panchkula and Mohali from where the business of sale / supply of Fresh flowers/ Cut Flowers including transportation arrangement is being carried.
  - For the purpose, the bidder is required to submit copy of ownership or lease documents for having shop/ premises in tricity and other relevant documents
- b) 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.
- c) The bidders shall submitted an undertaking (on letter head) that they have not blacklisted by any State or Central Government department or PSU in the past and is eligible to participate in the tendering process of CITCO as Annexure-1.

## **TERMS & CONDITIONS**

2. The Tender must be accompanied by earnest money of Rs.50,000/-(Rupees Fifty 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. The EMD will be forfeited, if, successful bidder withdraw or unable to give security deposit.

- 3. 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.
- 4. Tender(s) should be uploaded upto the date and time as indicated in the Tender Notice.
- 5. 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.), clients list, experience and any other relevant information. The evaluation of Technical Bids shall be made and clarification, if any, wherever necessary, will be obtained from the concerned tenderer.

In the Financial Bid/ BOQ, name of requisite Fresh Flowers/Cut Flowers 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 Fresh Flowers/Cut Flowers 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 bidders fulfilling the technical criteria laid down for the purpose. The Financial Bid of only those technically short listed bidders will be downloaded on suitable date after intimating such short listed bidders. The decision of short listing of Technical Bids by MD, CITCO will be final and binding on all.

If more than one bidder quotes the same rates then Managing Director, CITCO reserves the right to allot the bid by calling physical bids from such bidders and if again more than one bidder quotes the same rate then the bid shall be allotted by draw of lots.

- 6. The validity of tender shall be for 120 days from the date of receipt.
- 7. If, more than one bidder quotes the same rate then Managing Director, CITCO reserves the right to allot the bid by calling the physical bids from such bidders and if again more than one bidder quotes the same rate, then the bid shall be allotted by draw of lots.
- 8. The allotment of contract to the successful tenderer will be made at the sole discretion of the CITCO

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.

- 9. 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.
- 10. The successful bidder/seller shall submit the performance security of Rs.1,00,000/- (Rupees One Lakh 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.

11. 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.

- 12. The prospective supplier/vendor must have a GST registration and indent to pay tax and issue valid invoice under GST, if applicable.
- 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.

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

- 14. 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.
- 15. The Hotels/Units of the Corporation shall inform telephonically/ in writing/ through email of their requirement one day in advance or the tenderer can collect the indents from the hotels/other Units personally on the previous day evening for making supplied to the concerned Hotels/Units.
- 16. The successful bidder is required to supply the indented quantity of Fresh /Cut Flower 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.
1.	Hotel Mountview, Sector 10, Chandigarh	04AAACC6783H7ZI
2.	Hotel Shivalikview, Sector 17, Chandigarh	04AAACC6783H8ZH
3.	Hotel Parkview, Sector 24, Chandigarh	04AAACC6783H6ZJ
4.	Chef Lakeview,	04AAACC6783H4DU

17. 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.

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
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	

- 18. In case of non-supply / short supply / inferior quality supply of approved item(s), 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 and you will be debarred from participation in the tender of the Corporation for the upto next 3 years.
- 19. The tenderer will supply the Fresh Flowers/Cut Flowers items to the Hotels / Units as per requirement i.e. date, time and venue etc.

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 upto 2.00 P.M. 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.

- 20. The Management reserves the right to reject the supply of Fresh Flowers/ Cut Flowers 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.
- 21. The tenderer shall be duty bound to effect the supply of items contracted for to the extent indented during the contract period.
- 22. All the payments will be processed on fortnightly basis.
- 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 account is to be given	
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	

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 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.

- 25. The aforementioned terms & conditions shall be binding and operative between the tenderer (supplier) and the Corporation.
- 26. The undersigned reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
- 27. In the event of dispute, the same shall be referred for arbitration to the Chair Person, 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., Chair person, 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.
- 28. 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** 

# **Annexure-I**

# NON-BLACKLISTING DECLARATION (TO BE GIVEN ON COMPANY LETTER HEAD)

То	(10 BE GIVEN ON COMPA	NY LETTER HEAD)
Su	bject Declaration of Non-Blacklisting	
Tei	nder Reference No	
Na	me of the Tender/Work:-	
_		
De	ear Sir/Madam,	
	We hereby declare as under:-	
1.	We are not blacklisted by any Central/State Gove India and other country in World/Public Sector U or any other country in the world for any kind of fr	Indertaking /any Regulatory Authorities in India
2.	No incident has been raised against our Firm or a	any of our partners
		Yours faithfully,
		(Signature of the Bidder, with Official Seal)

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		Annexure-2
	TENDER ACCEPTANCE LETTER	
	(To be given on Company Letter Head)	
To,		Date:
Sub	b: Acceptance of Terms & Conditions of Tender.	
	·	
	nder Reference No: me of Tender/Work:-	
Dea	ar Sir.	
	I/We have downloaded/obtained the tender document(s) for the above-mentioned from the web site(s) namely:	tender/ work
	as per your advertisement, given in the above mentioned website	e(s).
2.	I / We hereby certify that I / we have read the entire terms and conditions documents from Page No to (including all documents annexure(s), schedule(s), etc .,), which form part of the contract agreement a abide hereby by the terms / conditions / clauses contained therein.	uments like
3.	The corrigendum(s) issued from time to time by your department/ organisations been taken into consideration, while submitting this acceptance letter.	too have also
4.	I / We hereby unconditionally accept the tender conditions of above mentioned document(s) /corrigendum(s) in its totality / entirety.	oned tender
5.	I / We do hereby declare that our Firm has not been debarred/terminated/banned by any Govt. Department/Public sector undertaki	blacklisted/ ng.
6.	I / We certify that all information furnished by the our Firm is true & correctevent that the information is found to be incorrect/untrue or found violated department/ organisation shall without giving any notice or reason therefore or surface the bid or terminate the contract, without prejudice to any other rights or remedy forfeiture of the full said earnest money deposit absolutely.	d, then your mmarily reject
	Voure	Faithfully

Yours Faithfully

(Signature of bidder with official seal)

# **TECHNICAL BID**

- 1. Scan copy of Earnest Money Deposit (Pay Order/DD)
- 2. Name, address, email id, Mobile No. of the bidder
- 3. Copy of PAN Card, GST
- 4. Submit/Upload documents of having shop/ premises in tricity. (Refer clause 1 (a) of eligibility criteria)
- 5. Submit/Upload MSME certificate (Refer clause 1 (b) of eligibility criteria)
- 6. Submit/Upload undertaking(Refer clause 1 (c) as Annexure -1 of eligibility criteria)
- 7. Submit Bank details (Refer clause 23)
- 8. Upload Acceptance of Terms & Conditions of Tender (Annexure 2) as per prescribed format)

#### 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 <a href="http://etenders.chd.nic.in/nicgep.">http://etenders.chd.nic.in/nicgep.</a>
- 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 <a href="http://etenders.chd.nic.in/nicgep">http://etenders.chd.nic.in/nicgep</a>. 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 <a href="http://etenders.chd.nic.in/nicgep">http://etenders.chd.nic.in/nicgep</a>. 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 <a href="mailto:etender@chd.nic.in">etender@chd.nic.in</a>, Phone No.0172-2740641, 0172-2740003.