

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

CIN: U45202CH1974SGC003415

Regd. Office: SCO – 121-122, Sector 17-B, Chandigarh – 160017 Phone No. 0172 – 4644430-31-32-33-34, 2704761, Fax No. 0172-4644441

Email: info@citcochandigarh.com Website: www.citcochandigarh.com

### CITCO invites E-tenders for supply of Karyana Pulses to Hotels / Units.

It is made clear that the bidders has to supply the Karyana Pulses in sealed packets containing details regarding date of packing, expiry date, Batch No., Name of the company (packed such food item), FSSAI License No. (if any) as per Standards of Weight and Measure Act and Packaged Commodities Rules.

The approx.35,547Kg. quantity (per annum) of Karyana Pulses is required in CITCO hotels/Units of CITCO as detailed in BOQ (i.e. Financial Bid.). The Tenderer is free to quote rates, taxes extra as applicable for any or the entire item as specified in the BOQ of the e-tender for the aforesaid period CITCO reserves the right to allot contract for supply of Karyana Pulses of as its own discretion and in the interest of the Corporation

Karyana Pulses not in sealed packets or packed as per as per Standards of Weight and Measure Act and Packaged Commodities Rules or does not contain printed details or simply packed in carry bag or sealed carry bag will not be accepted. Further, the tenderer must have valid Food Safety License issued under Food Safety and Standards Act, 2006 and shall also ensure compliance of the provisions of the Food Safety and Standards Act,2006, as amended and applicable from time to time during the contract period.

#### 1. Eligibility Criteria

- a) The tenderer/ bidder should have shop/ premises in Chandigarh, Panchkula and Mohali from where the business of sale / supply Karyana Pulses to Hotels / Units of the CITCO.
  - 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/agency must have valid Food Safety License issued under Food Safety and Standards Act, 2006 and shall also ensure compliance of the provisions of the Food Safety and Standards Act, 2006, as amended and applicable from time to time during the contract period.
- c) The Tender must be accompanied by earnest money of Rs.2,10,000/-(Rupees Two Lakh Ten 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.

- d) The tenderer/bidder must have valid GST No. & PAN No.
- e) The Tenderer which have not been blacklisted by any State or Central Government Department or PSU in the past will be eligible to participate.
  - For the purpose, the tenderer should upload an affidavit/undertaking to the effect with bid.
- f) 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.

#### **Pre-Bid Meeting:**

A pre-bid meeting will be held on **12.01.2024** at **11:00 AM** in the office of CGM, CITCO at the Regd. Office at SCO – 121-122, Sector 17-B, Chandigarh (U.T.) to clarify any concerns, bidders may have regarding the tender document, if pre-bid meeting date happens to be holiday then on next working day meeting shall be held. Any corrigendum/ amendment in the terms and conditions of the tender document or any other change will be uploaded on the portal only.

#### **TERMS & CONDITIONS**

- 2. Tenderer is free to quote rates for any or all the items strictly as per specifications, packing, mentioned in the BOQ. The criteria for allotment of tender are on the basis of overall lowest quoted rates by the respective tenderers / parties.
- 3. The validity of tender shall be for 180 days from the date of receipt.
- 4. 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.
- 5. The tender will 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: <a href="http://etenders.chd.nic">http://etenders.chd.nic</a>. in as indicated in the Tender Notice.

The tenderer submitting Technical bid should give maximum information as per technical bid format. 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. The decision of short listing of Technical Bid by M.D, CITCO will be final and binding on all.

Tenderers/Agencies are requested to go through the terms and conditions of tender documents and contents of Financial Bids and then submit their e-bid and Financial Bid.

The Financial Bid/BOQ to be uploaded. Before opening the Financial Bid, the technical details or any 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. The decision of short listing of Technical Bid by M.D, CITCO will be final and binding on all.

- 6. Any corrigendum/ amendment in the terms and conditions of the tender document or any other change, if required, will be issued/ published/ uploaded on on the Chandigarh Administration website: <a href="http://etenders.chd.nic">http://etenders.chd.nic</a>. in as indicated in the Tender Notice. Only, It will be the responsibility of the bidder to note amendments and submit in his bid accordingly.
- 7. The finally approved and determined rates will remain in force for 3 years. However in the 3<sup>rd</sup> year, 5% annual increase in approved rates will be given. The Corporation 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.
- 8. The Goods and Service Tax (GST) as applicable should be indicated clearly in the BOQ/Financial Bid as percentage of GST as applicable against each and every item failing which it will be treated that the rates quoted by the tenderer are inclusive of GST.

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.

9. 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.

The approved bidder has also to supply the items on approved rates to Hotels/ Units of the Corporation after the allotment.

10. The successful bidder/seller shall submit the performance security @5% of the contact value 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 numbers of items 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.
- 12. Karyana Pulses supplied by the tenderer will conform to the relevant provisions of the Food Safety and Standards Act, 2006, as amended and applicable from time to time.
- 13. 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.
- 14. Payment will be processed within 15 days from the date of receipt of Invoice.
- 15. 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 t	the in the fo	ollov	ving format:-	•			

Sub: Bill Payment for the	supply	for the month of
, 20		

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

Sr.	Particulars	Remarks
No		
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	

16. The tenderer will supply the Items as per indented to the Hotels/Units from 10.00 A.M. to 1.00 P.M. and 2.00 P.M. to 4.00 P.M.

The supply of all indented items must be made within 48 hours from the date/ time of indent given telephonically or in writing. Indents /purchase orders to be issued to the approved agency should be without any overwriting. In case of failure to supply the material within the prescribed time limit, 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.

For the purpose, the bidder has to provide dedicated e-mails to all the hotels/units for issue of purchase order or for making all sort of correspondence with the agency.

- 17. 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.
- 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 the tenderer's risk and cost. Further, for non-supply / short supply / inferior quality supply of approved item(s) contract shall also be cancelled and security deposit may also be forfeited and the tenderer will be debarred from participation in the tender of the Corporation for 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 affect the supply of items contracted for to the extent indented during the contract period.
- 21. 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 tenderer shall indicate the details of free supply in the bill, while supplying the indented material.
- 22. Failure to discharge the contractual obligations by the tenderer will lead to debarring of the firm for future tendering in the Corporation upto 3 (three) years and the security deposited shall be forfeited in whole.
- 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 A/c.	
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 A/c 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 Corporation can terminate the contract, if awarded, for specific period, 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. 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., Chairperson, 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.
- 27. M.D, CITCO reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

MANAGING DIRECTOR

## **Annexure-I**

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

То	(TO BE GIVEN ON COMPANY LETTER HEAD)
Subject Decl	aration of Non-Blacklisting
Tender Refe	rence No
Name of the	Tender/Work:-
Dear Sir/Mad	dam,
We here	eby declare as under:
Governi Regulat	not blacklisted by any Central/State Government/agency of Central/State ment of India and other country in World/Public Sector Undertaking /any ory Authorities in India or any other country in the world for any kind of ent activities.
	Yours faithfully,
	(Signature of the Bidder, with Official Seal)

# Annexure-2

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

Yours Faithfully (Signature of bidder with official seal)

# TECHNICAL BID

Sr. No.	Particulars	To be submitted by the Bidder
1	Submit/upload Earnest Money (Refer clause 1(c) of tender document.)	
2	Name, Father's Name, Name of Firm, Address, Email Id, Mobile No.	
3	Submit proof of sale outlet in tricity (Refer clause 1(a) of tender document.)	
4	Submit valid copy of FSSAI License (Refer clause 1(b) of tender document.)	
5	Submit copy of PAN and GST (Refer clause 1(d) of tender document.)	
6	Upload Declaration for Non-Blacklisting (as per prescribed format Annexure-1, Refer clause 1 (e)	
7	Attach MSME Certificate (Refer clause 1(f) of tender document.)	
8	Upload Acceptance of Terms & Conditions of Tender (Annexure – 2 as per prescribed format)	
9	Submit bank detail (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 <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.