



Chandigarh Industrial & Tourism Development Corporation Limited

CIN: U45202CH1974SGC003415

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E-Tender for supply of Juices in CAN/Tetra Pack etc (Dabur, Real, Delmonte, Tropicana, B-Natural (ITC) and Paperboat etc.) to Hotels/Units of CITCO.

E-bids are invited for supply of Juices in CAN/Tetra Pack etc. (Dabur, Real, Delmonte, Tropicana, B-Natural (ITC) and Paperboat etc.) on %age discount on MRP (including GST/Taxes). The interested Bidders have to quote %age discount on MRP (including GST/Taxes) in the financial bid and also mention packing, weight mentioned in the BOQ

The approx. value per annum of Juices is Rs.40.00Lac is required in hotels/units of CITCO as detailed in BOQ (i.e. Financial Bid.

Bidders quoting highest value of discount amount in comparison to MRP of the Product will be given the contract. Based on this, the Corporation reserves the right to place the order in parts or as a whole to one or more tenderers. It is also made clear that there can be different supplier for the same product.

1. Eligibility Criteria

- a. The tenderer must have authorized distributor duly appointed by manufacturer for the sale/supply of Juices (Dabur, Real, Delmonte, Tropicana, B-Natural (ITC) and Paperboat etc.) for the purpose, tenderer will submit / upload the documentary proof.
- b. The tender must be accompanied by earnest money of Rs.80,000/- (Rupees Eighty Thousand only) in the shape of Bank Draft / Pay Order of any Scheduled Bank drawn in favour of "CITCO" "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 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.

- c. Local Vendor::Successful bidder shall put up local office within 10 days of being successful bidder. Otherwise EMD/Performance Security shall be forfeited and action at deemed according to this DNIT shall be initiated.
- d. The tenderer has to submit valid food safety license as per the provisions of the Food Safety and Standards Act, 2006 as amended and applicable from time to time.
- 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 more than one month old from the date of bid

- f. The tenderer/bidder must have valid GST No. & PAN No.
- g. 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.
- h. Average Turnover for the last 3 financial year ending 31.03.2024 should not be less than Rs.24 lacs.

TERMS & CONDITIONS

- 2. The Bidder is free to quote %age of discount on MRP for any or all the items mentioned in the financial bid and also mention packing, MRP of the Juice Item. The bidders quoting highest value of discount amount in comparison to MRP of the product will be given the contract. Accordingly, the contract will be allotted in parts or as a whole to the one or more tenderers.

It is further submitted that MRP rate may vary from time to time by the manufacturer for which the tenderer has to intimate in increase in MRP rates to Hotels/ Units, from time to time, alongwith letter of manufacturer. However, the discount shall remain the same throughout the same.

If more than one bidder quotes same rates, then such quitters shall be required to resubmit their sealed rates. If again they quote the same rates, then a draw of lot will be held.

- 3. The validity of tender shall be for 180 days from the date of receipt. Tender(s) should be uploaded upto the date and time as indicated in the Tender Notice.

4. 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 tenderer submitting Technical bid should give maximum information and Technical capabilities, as they deem fit like Experience, FSSAI License etc. 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.) and any other relevant information.

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 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.

5. Any corrigendum/ amendment in the terms and conditions of the tender document or any other change, if required, will be issued/ published/ uploaded on the website: <http://etenders.chd.nic.in>. It will be the responsibility of the bidder to note amendments and submit in his bid accordingly.
6. Tenderers/Agencies are requested to go through the terms and conditions of tender documents and then submit their bids.

In the Financial Bid/BOQ, name of Juice Company Items has been mentioned alongwith packing packed by the respective company. In the Financial Bid/ BOQ, the tenderer has **to quote** %age of discount on MRP **strictly** as per Description, Manufacturer /Marketed by and Packing detail as mentioned in the BOQ.

7. The contract is valid for a period of 2(Two) years 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. 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 successful bidder/seller shall submit the performance security of Rs.2.00 Lakhs (Rupees Two Lac 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.

9. 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.
10. 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 Tenderer/ Agency has to supply the items on approved rates to Hotels/ Units of the Corporation after the allotment.

11. The number of items in the BOQ (Tender Form) 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 BOQ (Tender Form) and no compensation shall be payable for the same.
12. Juices 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 tenderer will supply the Items as per indented to the Hotels/Units from 11.00 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 agency 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.

14. 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.

15. 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. In that eventuality, contract may also be cancelled and security deposit shall also be forfeited and the tenderer will be debarred from participation in the tender of the Corporation upto next 3 (three) years.
16. The Corporation shall be at liberty to purchase the items from Govt. approved agencies and the tenderer shall have no objection to it.
17. The tenderer shall be duty bound to affect the supply of items contracted for to the extent indented during the contract period.
18. 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.
19. (a) No sticker/cutting on the MRP on the product will be accepted by the Corporation and also under no circumstances; tenderer will charge rates more than the MRP. In case any such irregularities is noticed during the contract period, Managing Director, CITCO, reserves the right to initiate penal action against you besides imposing penalty as deemed fit and you will also be liable to be black-listed for supplies to CITCO for 3 years.

(b) The information like brand name, contents, weight, date of manufacturing, date of expiry, name of the manufacturer, etc. must be mentioned on the label/packing/packaging. In addition, you will also comply with the provision of standard of Weight and Measures Act and laws relating to packing of commodities.
20. 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.
21. 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 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	

22. 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.

23. 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.

24. The aforementioned terms & conditions shall be binding and operative between the tenderer (supplier) and the Corporation.
25. The undersigned reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
26. A Force Majeure(FM) i.e. extraordinary events or Circumstances beyond human control such as an event described as act of God (like a natural calamity) or events such as a war, strike, riots, crimes but not including negligence or wrong doing, predictable/seasonal rain and any other event specifically excluded in the Clause. The firm has to give notice of FM as soon as it occurs and cannot be claim Ex-Post Facto. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90(Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.
27. Penalties: All the penalties have been mentioned in tender document. MD, CITCO reserves the right to impose penalties of blacklisting and debarring firm further participation in tender as per terms & conditions of GFR /other Govt. Purchase instructions prevalent at that time
28. 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.
29. All legal disputes out of this tender shall be dealt within the jurisdiction of UT Chandigarh.

MANAGING DIRECTOR

Annexure-I

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

To

Subject Declaration of Non-Blacklisting

Tender Reference No. _____

Name of the Tender/Work:-

Dear Sir/Madam,

We hereby declare as under:

We are not blacklisted by any Central/State Government/agency of Central/State Government of India and other country in World/Public Sector Undertaking /any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Yours faithfully,

(Signature of the Bidder,
with Official Seal)

Annexure-2

**TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)**

To,

Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender/Work:-

Dear Sir,

1. 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/ organizations 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 shallwithout 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 Deposit (Refer clause 1 (b) of Eligibility Criteria)	
2	Details of Tenderer- Name, Father's Name, Complete Address, Date of Incorporation, Mobile No, & Email ID.	
3	Submit /upload documents (Refer clause 1 (a) of Eligibility Criteria)	
4	Submit address proof (Refer clause 1 (c) of Eligibility Criteria))	
5	Submit /upload the valid FSSAI License (Refer clause 1 (d) of Eligibility Criteria)	
6	Upload Declaration for Non-Blacklisting (as per prescribed format Annexure-1,(Refer clause 1 (e)of eligibility criteria)	
7	Submit /upload GST and PAN (Refer clause 1 (f) of Eligibility Criteria)	
8	Submit /upload MSME Certificate (Refer clause 1 (g) of Eligibility Criteria))	
9	Submit turnover (Refer clause 1 (h) of Eligibility Criteria))	
10	Submit Bank details (Refer clause 22 of tender)	
11	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 <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.