



Chandigarh Industrial & Tourism Development Corporation Limited

CIN: U45202CH1974SGC003415

Regd Office: SCO – 121-122, Sector 17-B, Chandigarh – 160017

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E-Tender for the supply of Branded Milk Products including Sweets to Hotels/ Units of the Corporation

E-tender are invited for supply **Branded Milk Products** on lowest quoted rates o (GST/Taxes Extra). The interested Agencies/Bidders has to quote lowest rates (GST/Taxes Extra) in the financial bid/ BOQ, strictly as per specifications, brand, packing, weight mentioned in the BOQ.

The Tenderer is free to quote lowest rates (GST/Taxes Extra) 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 **Branded Milk Products** as its own discretion and in the interest of the Corporation

Bidders/Agencies quoting lowest rates will be given the contract. However, the Corporation reserves the right to place the order in parts or as a whole to one or more bidders. It is also made clear that there can be different supplier for the same product.

1. Eligibility Criteria

- a. 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.
- b. The tenderer/bidder must have valid GST No. & PAN No.
- c. The tenderer/Distributor must have authorization from manufacturer for the Sale/Supply of Branded Milk & Milk Products. For the purpose, tenderer will submit / upload the documentary proof.
- d. The Tender must be accompanied by earnest money of Rs.2,50,000/- (Rupees Two Lakh 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 MSME 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.

- e. 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.
- f. 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 not more than one month old from the date of bid.
- g. Average turnover of the bidders for the last 3 financial years ending 31.03.2024 shall not be less than Rs.90.lacs.

TERMS & CONDITIONS

- 2. Tender(s) should be uploaded UPTO THE DATE AND TIME AS INDICATED IN THE E- Tender Notice.

21. 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 i.e bidder shall quote rates per items. 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 technically short listed parties will be evaluated on suitable date. The decision of short listing of Technical Bids by MD, CITCO will be final and binding on all.

- 3. Any corrigendum/ amendment in the terms and conditions of the tender document or any other change, if required, will be issued /published/uploaded on <http://etenders.chd.nic.in> only. It will be the responsibility of the bidder to not amendments and submit in his bid accordingly.
- 4. **Local Vendor:** Bidder shall put up local office within 10days of being successful bidder. Otherwise EMD/Performance Security shall be forfeited, contract shall be cancelled and action as deemed fit according to this DNIT shall be initiated.

5. Tenderer is free to quote rates for any or all 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.
6. The validity of tender shall be for 180 days from the date of receipt. Tender(s) .
7. The prospective supplier/vendor shall have a GST registration and indent to pay tax and issue valid invoice under GST, if applicable.
8. The finally approved and determined rates will remain in force for a period of 3 years from the date of allotment. In the 2nd year, there is no increase in approved rates. However in 3rd year (Extension Period), 5% annual increase in approved rates will be given to the Contractor.

The Corporation will not entertain any request for increase of rates on account of natural calamity, strike or other reasons during the contract period.

9. The rate 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.
- 10(a) The allotment of contract to the successful tenderer will be made on the basis of lowest quoted rates per item quoted by respective tenderer / parties,
 - (b) The letter of award and its terms and conditions shall be accepted by the Successful Bidder within 10 days from its issuance. Further, agreement shall be signed within 10 days of the acceptance of terms & conditions.
 - (c) The Corporation reserves the right to follow any of the above bases of allotment on case to case basis. The decision of the management in this regard will be final and binding on all.
 - (d) It is further clarified that CITCO reserves the right to allot contract for supply of 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.
 - (e) If successful bidder fails to deposit performance security as per timeline, then the action shall be initiated to forfeit EMD, further action shall be initiated to black list the bidder.
 - (f) The payments to the seller shall become due only after receipt of Performance Bank Guarantee by the buyer and verification of its genuineness.
 - (g) The successful bidder/seller shall submit the performance security of Rs.2.50 lacs 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.

(h) 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 Seller shall mean any legal entity such as firm(s) of proprietorship/partnership Firm/Limited. Liability/ partnership/Private/ Limited Company/Society Registered under Society's Act/Statutory Bidders etc.
12. 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.
13. 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.

14. The tenderer will supply the Milk & Milk Products to the Hotels / Units between 8.00 A.M. to 11.00 A.M and as per emergent requirement of the hotels
- a) In case the supply is delayed beyond the time given above, the tenderer will have to pay Rs.2000/- per hour as demurrage charges. 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.
- b) In case of non-supply or inferior quality supply, CITCO reserve the right to purchase the material from open market at risk and cost of the tenderer/s and imposed the penalty of Rs.5000/-per day and recovering cost of material purchased from open market. In that eventuality, on becoming regular failure to supply on two occasions & failure to discharge the contractual obligations contract is liable to be cancelled and security deposit may also be forfeited.
- c) CITCO & its Units 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.

15. The successful bidder is required to supply the indented quantity of Milk & Milk Products 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.
2	Hotel Mountview, Sector 10, Chandigarh	04AAACC6783H7ZI
2	Hotel Shivalikview, Sector 17, Chandigarh, ISBT-17	04AAACC6783H8ZH
2	Hotel Parkview, Sector 24, Chandigarh, MPICC	04AAACC6783H6ZJ
2	Chef Lakeview, Rock Garden,	04AAACC6783H4DU

16. 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.

17. 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 behaving.

- a) No stickers/cutting on the MRP on the product will be accepted by the Corporation and also under no circumstances you 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. Under the relevant Act besides imposing penalty as deemed fit and you will also be liable to be black listed for supplies to CITCO.
- 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 the packing of commodities.

18. The tenderer shall be duty bound to supply the items to the extent of indented quantity during the contract period.

19. 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.

20. 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
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	

21. 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	

Sr. No.	Particulars	Information to be filled by Tenderer
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.

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.

22. The aforementioned terms & conditions shall be binding and operative between the tenderer (supplier) and the Corporation.
23. **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.
24. **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.
25. M.D., CITCO reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
26. 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., 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. All legal disputes out of this tender shall be dealt within the jurisdiction of UT Chandigarh

MANAGING DIRECTOR

**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:

I/We or any of our Trader/Sister (Associated Firm) concern are not blacklisted by any Central/State Government/agency of Central/State Government of India /Public Sector Undertaking /any Regulatory Authorities in India in the world for any kind of fraudulent activities.

Yours faithfully,

(Signature of the Bidder,
with Official Seal)

**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 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

1. Detail of Earnest Money Deposit
(Refer Clause 1(d) of eligibility of tender document.)
2. Name, address, email id, Mobile No. of the bidder
3. Attach FSSAI certificate
(Refer Clause 1(a) of eligibility of tender document.)
4. Attach Copy of PAN Card, GST Registration (if as applicable)
(Refer Clause 1(b) of eligibility of tender document.)
5. Attached authorization
(Refer Clause 1(c) of eligibility of tender document.)
6. Attach MSME Certificate
(Refer Clause 1(e) of eligibility of tender document.)
7. Attach undertaking
(Refer Clause 1(f) of eligibility of tender document (Annexure-1.)
8. Attach Turnover
(Refer Clause 1(g) of eligibility of tender document.)
9. Attach copy of Local Address
(Refer Clause '4' of tender document.)
10. Attach acceptance of Terms & Conditions
(Refer Annexure –II tender document.)
11. Submit Bank Details
(Refer Clause '21' 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 timelimit.**
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. In case last date of submission of bid is declared as holiday then physical EMD shall be accepted on next working day but tender has to be submitted online by the last date of closing of the Tender.
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.