

## 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: <u>info@citcochandigarh.com</u> Website: <u>www.citcochandigarh.com</u>

CITCO invites e-tenders for the supply of Fresh/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 31.03.2025 From 01.04.2025 to 30.09.2025	Rates as approved in the tender
2 <sup>nd</sup> Year	Winter Season Summer Season	From 01.10.2025 to31.03.2026 From 01.04.2026 to30.09.2026	Rates as approved in the tender
3 <sup>rd</sup> Year (Extension Period)	Winter Season Summer Season	From 01.10.2026 to31.03.2027 From 01.04.2027 to30.09.2027	Rates as 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 (Extension Period), 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. <u>EligibilityCriteria</u>

a) The successful bidder is required to open its office in UT, Chandigarh within 30days and shall submit copy of ownership / lease agreement/Rent agreement/ Electricity Bill/ Water Bill for having shop/ premises in UT, Chandigarh.

In case, the bidder fail to submit document with in stipulated period then EMD/Performace security shall be forfeited and contract shall be cancelled, further action shall be initiated to blacklist and debar for three years for future tendering of CITCO.

- 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 underMSME.
- 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.30,000/-(Rupees Thirty Thousand Only) in the shape of Bank Draft/Pay Order only of any Scheduled Bank drawn in favour of "CITCO",payableat"Chandigarh"andnochequewillbeaccepted.Theamountof 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.** Tender(s) should be uploaded upto the date and time as indicated in the TenderNotice.
- 4. 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.

- **5.** The validity of tender shall be for 180 days from the date ofreceipt.
- **6.** The allotment of contract to the successful tenderer will be made 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.
- 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 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.
- **9.** The Performance Guarantee of Rs.75,000/- (Rupees Seventy Five Thousand Only) being 5% of tender value shall be deposited by successful bidder/seller within 10 days of allotment of contract which shall be refunded after the faithful execution/completion of contract.
- **10.** 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 behaving.
- **11.** The prospective supplier/vendor must have a GST registration and indent to pay tax and issue valid invoice under GST, ifapplicable.
- 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.

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

- **13.** 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.
- **14.** 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 concernedHotels/Units.
- **15.** 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

**16.** 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 thesame.

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	

- 17. 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 3years.
- **18.** The tenderer will supply the Fresh Flowers/Cut Flowers items to the Hotels / Units as per requirement i.e. date, time and venueetc.

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.

- **19.** 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 foundas 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 beentertained.
- **20.** The tenderer shall be duty bound to effect the supply of items contracted for to the extent indented during the contractperiod.
- **21.** All the payments will be processed on fortnightly basis.
- **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 intime:-

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.

- **23.** 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.
- **24.** The aforementioned terms & conditions shall be binding and operative between the tenderer (supplier) and theCorporation.
- **25.** The undersigned reserves the right to accept or reject any or all the tenders without assigning any reasonwhatsoever.
- **26.** 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.

- **27.** 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.
- **28.** 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 if 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.
- **29.** 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.
- **30.** All dispute is subject to the jurisdiction of Chandigarhonly.

MANAGING DIRECTOR

### Annexure-I

# NON-BLACKLISTING DECLARATION

# (TO BE GIVEN ON COMPANY LETTER HEAD)

То	
Sub	ject Declaration of Non-Blacklisting
Ten	der Reference No
Nan	ne of the Tender/Work:-
Dea	ar Sir/Madam,
	We hereby declare as under:-
1.	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.
- 2. No incident has been raised against our Firm or any of our partners

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/ 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/ organisation 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. Scan copy of Earnest Money Deposit (PayOrder/DD) (Refer clause 2 of Tender Document)
- 2. Name address, email id, Mobile No. of thebidder
- 3. Copy of PAN Card ,GST
- 4. Submit adderss. (Refer clause 1 (a) of eligibility criteria)
- 5. Submit/Upload MSME certificate (Refer clause 1 (b) of eligibilitycriteria)
- 6. Submit/Upload undertaking Refer clause 1 (c) as Annexure -1 of eligibility criteria)
- 7. Submit Bank details (Refer clause22)
- 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<u>http://etenders.chd.nic.in/nicgep.</u>
- 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 <u>http://etenders.chd.nic.in/nicgep.</u> 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 <u>http://etenders.chd.nic.in/nicgep.</u>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 and the Bid submitted by them shall be declared as ineligible and the Bid submitted by them shall be declared asinvalid.
- 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 tendersummarily.
- 7. Instructions to Bidders regarding e-tenderingprocess:
  - 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 theBid.
  - *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 reasonwhatsoever.
  - 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 <u>etender@chd.nic.in</u>, Phone No.0172-2740641,0172-2740003.