



Chandigarh Industrial & Tourism Development Corporation Limited

CIN: U45202CH1974SGC003415

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

Phone No. 0172 – 4644430-34, 2704761, Email: info@citcochandigarh.com

Website: www.citcochandigarh.com

E-Tender for the supply of Ice-Cream (Branded) Products to Hotels/Units of the Corporation

E-tenders are invited for supply of Ice-Cream (Branded) Products under 2 categories i.e Ice-cream(Gallon) and (Cones/Candies etc) to Hotels/Units. The bidder should make sure that they will quote rates/ prices of only those Ice-Cream (Branded) Products in the BOQ/ Financial bid, which are made up of Milk (Except Ice-candies).

The interested Agencies/Bidders have to quote rates in the financial bid/ BOQ, alongwith name of the product, packing, weight etc. Tenderers/Agencies are requested to be careful while quoting the same.

1. Eligibility Criteria

- a) The tenderer/agency must have valid Food Safety License issued under Food Safety and Standards Act, 2006 as “Manufacturer/Retailer/Authorized Distributors etc.”. 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 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.

TERMS & CONDITIONS

2. The tender must be accompanied by Earnest Money of Rs.50,000/- in the shape of Bank Draft / Pay Order only of any Scheduled Bank drawn in favour of “CITCO”, payable at “Chandigarh”.

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. The earnest money of the successful tenderer(s) shall be converted into interest free performance security and shall be refunded only after the faithful execution / completion of the contract. Tender without earnest money shall not be entertained.

3. The criteria for allotment are on the basis of highest / discounts quoted on MRP by the respective tenderers / parties for their respective brands, i.e. the contract could be allotted to multiple bidders, based on their brand reputation and quality and prices.
4. The validity of tender shall be for a period of 180 days from the date of receipt.
5. **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.
6. Tender(s) should be uploaded upto the date and time as indicated in the Tender Notice. 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 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 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.

For category, Ice-cream (Gallon) - In the Financial Bid/BOQ, the respective bidder is required to mention name of the product, packing, weight and special price offered to CITCO.

For category Impulses (Cones /Candies etc) - In the Financial Bid/BOQ, the respective bidder is required to mention name of the product, packing, weight and %age discount on MRP (Printed) to CITCO.

The bidder has to quote the rates/financial bid including all tax. In case the bidder has submitted basic rate/Financial bid without including taxes, then CITCO will neither responsible for it nor entertain any request for the same.

7. The contract for supply of Ice Cream shall be valid for initial period of 1 (one) year. The period of contract can be extended on the satisfactory performance of the contractor and with the approval of MD, CITCO
The Corporation will not entertain any request for increase in 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 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 were 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.

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.
11. The number of items in the BOQ (Tender Form/ Additional Document) 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/Additional Document) and no compensation shall be payable for the same.
12. 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.
13. The tenderer will supply the items as per indent issued by 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. The tenderer will supply the Ice Cream to the Hotels / Units between 8.00 A.M. to 11.00A.M and as per emergent requirement of the htoels
16. 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.
17. 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.

18. The Corporation shall be at liberty to purchase the items from Govt. approved agencies and the tenderer shall have no objection to it.
19. The tenderer shall be duty bound to affect the supply of items contracted for to the extent indented during the contract period.
20. The free scheme, if any, introduced by the "Manufacturer/Retailer/Authorized Distributors etc." 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.
21. Successful bidder shall be bound to provide Deep Freezer to the outlets of CITCO as per the requirement of the unit till the validity of contract period.
22. 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.
23. All the 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.

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	

24. 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.

25. 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.
26. The aforementioned terms & conditions shall be binding and operative between the tenderer (supplier) and the Corporation.
27. The undersigned reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
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 legal disputes out of this tender shall be dealt within the jurisdiction of UT Chandigarh.
31. 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., Managing Director, 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.

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)

**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. Earnest Money Deposit details
2. Details of Tenderer- Name, Father's Name, Complete Address, Date of Incorporation, Mobile No, & Email ID.
3. Submit /upload the valid FSSAI License
(Refer clause 1 (a) of tender)
4. Submit /upload GST and PAN
(Refer clause 1 (b) of tender)
5. Submit /upload MSME Certificate
(Refer clause 1 (c) of tender)
6. Submit undertaking as per annexure-1
7. Submit acceptance of terms and conditions as per Annexure-2
8. Submit bank details
(Refer clause 24 of tender)
9. Submit address Refer clause 5 of tender)

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.