



Chandigarh Industrial & Tourism Development Corporation Limited

CIN: U45202CH1974SGC003415

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E-Tender for the Supply of Poultry Products to Hotels/Units of the CITCO.

SCOPE OF WORK

CITCO, a UT Govt. Undertaking is engaged in the promotion of Tourism and Hospitality related activities in Chandigarh. The Corporation is managing Hotels viz. Mountview, Sec - 10, Shivalikview, Sec - 17, Parkview, Sec - 24 & Chef Lakeview (F&B Outlet) at Sukhna Lake and other units/outlets.

The Corporation invites e-tenders for the supply of Poultry Products in Mountview, Sec - 10, Shivalikview, Sec - 17, Parkview, Sec – 24, Chef Lakeview at Sukhna Lake and other units/outlets of CITCO on item rate contract. The rates for Poultry Products are invited for supply at all above outlets for the period of One Year.

The approx. 50,000 Kg. quantity per annum of Poultry Products is required in CITCO hotels as detailed in BOQ (i.e. Financial Bid.) Column in Tentative Qty. The Tenderer is free to quote rates 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 Poultry Products as its own discretion and in the interest of the Corporation.

FALL CLAUSE

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case

and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

1. **ELIGIBILITY CRITERIA**

- a) The tenderer must have to submit Proforma for Earnest Money Deposit as per format at Annexure "A". However, after the allotment, successful bidder are required to deposit performance security as detailed Clause No. 12.
- b) The tenderer must have valid License to Food Safety & Standard Act, 2006 duly issued under (FSSAI) for sale of Poultry Products.
- c) 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 (As per Annexure-I)

TERMS & CONDITIONS

2. Tender(s) should be uploaded upto the date and time as indicated in the E-Tender Notice.
3. 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, storage and hygienic arrangements, clients list, experience and any other relevant information.

Financial Bid shall only contain rates as per the BOQ. 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 those technically short listed parties will be downloaded on suitable date after intimating such short listed parties. The decision of short listing of Technical Bids by MD, CITCO will be final and binding on all.
4. Tenderer is free to quote rates for any or all the 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.

5. The validity of tender shall be 180 days from the last date of receipt of bids.
6. The prospective supplier/vendor has a GST registration and indent to pay tax and issue valid invoice under GST, if applicable.
7. The finally approved and determined rates will remain in force for a **period of one Year** 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.

M.D. CITCO can extend tenure of tender subject to satisfactory performance.

8. 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.
9. The allotment of contract to the successful tenderer will be made on the basis of overall lowest rates quoted by the respective tenderers / parties.
10. If more than one bidder quotes same rates then MD CITCO reserves the right to allot the bid by calling physical bids from such bidders and if again more than one bidder quotes the same rates, then the bid shall be allotted by draw of lots.
11. The letter of award and its terms and conditions shall be accepted within 10 (Ten) days from its issuance. Further, agreement shall be signed within 10 days of the acceptance of terms & conditions.
12. Successful bidder shall have to deposit performance security of Rs.1.50,000/ (Rupees One Lakh Fifty Thousand only) and refunded after the faithful execution of the contract.

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.

13. Seller shall mean any legal entity such as firm(s) of Proprietorship/Partnership Firm/Limited Liability Partnership/Private

Limited/ Limited Company/Society Registered under Society's Act/ Statutory Bodies etc.

14. 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.
15. 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.
16. The tenderer will supply the **Poultry Products** to the Hotels / Units between 10.00 A.M. to 4.00 P.M.

In case the supply is delayed beyond the time given above, the tenderer will have to pay Rs.2000/- per hour as demurrage charges subject to the condition that the penalty will not exceed the value of supplies 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. If the default /delay occur on 3 occasions then contract shall be terminated and performance security shall be forfeited & firm shall be debarred from further participation in tender for 3 years.

17. Management 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.
18. The successful bidder is required to supply the indented quantity of **Poultry 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.
1.	Hotel Mountview, Sector 10, Chandigarh	04AAACC6783H7ZI
2.	Hotel Shivalikview, Sector 17, Chandigarh	04AAACC6783H8ZH
3.	Hotel Parkview, Sector 24, Chandigarh	04AAACC6783H6ZJ
4.	Chef Lakeview, The Chef, Sec-17,	04AAACC6783H4DU

19. 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.
20. 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.
21. In case of non-supply or inferior quality supply, CITCO reserve the right to purchase the material from open market at your risk and cost of the tenderer/s. In that eventuality, on becoming regular failure to supply on four occasions & failure to discharge the contractual obligations contract is liable to be cancelled and security deposit may also be forfeited. This will lead to debarring from participation in the tender of the Corporation for the upto next 3 years.
22. The Corporation shall be at liberty to purchase the items from Government approved agencies and also to allocate the supply of tendered items / brands to units/ hotels as per requirement and the tenderer shall have no objection to it.
23. The tenderer shall be duty bound to supply the items to the extent of indented quantity during the contract period.
24. 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	

25. 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.

26. 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.
27. 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.
28. 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
29. The aforementioned terms & conditions shall be binding and operative between the tenderer (supplier) and the Corporation.
30. M.D., CITCO reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
31. 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 for mediation to appointee of MD CITCO or mutually agreed appointee and fee of such Mediator shall be borne equally by CITCO and Successful Bidder and the parties shall agree to abide by the decision of the Mediator. The Courts at Chandigarh shall have the exclusive jurisdiction.
32. All legal disputes out of this tender shall be dealt within the jurisdiction of UT Chandigarh

MANAGING DIRECTOR

PROFORMA FOR EARNEST MONEY DEPOSIT DECLARATION

Whereas I/We _____ (Name of agency) _____ have submitted bid for Poultry Products (Name of work/Tender) invited by Chandigarh Industrial & tourism Development Corporation Limited (CITCO)

I/We, hereby submit following declaration in lieu of submitting Earnest Money Deposit: -

- (1) If after the opening of tender, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents.

OR

- (2) If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/We shall be suspended for three year and shall not be eligible to bid for CITCO Tenders from date of issue of suspension order.

Signature of Tenderer

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. Submit declaration of Earnest Money Deposit
(Refer Clause 1a of eligibility of tender document as Annexure "A".)
2. Name, address, email id, Mobile No. of the bidder
3. Copy of PAN Card, GST Registration (if as applicable)
4. Attach FSSAI certificate
(Refer Clause 1 'b' of eligibility of tender document.)
5. Attach undertaking
(Refer Clause 1 'c' of eligibility of tender document.(Annexure-1)
6. Submit Bank Details
(Refer Clause 25 of tender document.)
7. Submit acceptance of Terms& Conditions as per(Anneure-2)

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 contact 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.