

**DR. AMBEDKAR INSTITUTE OF HOTEL MANAGEMENT,**  
**SECTOR 42-D, CHANDIGARH**  
**PH.NO.0172-2604833**

***TERMS & CONDITIONS***

Tender Form for the supply of **Masala & Juices Items (June 2024- May 2025)**

Name & Address (mailing)

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Phone No.

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Place of work with Address

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(Commercial)

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- (i) **Prescribed Date & Time for Uploading by 15.05.2024 4.00 P.M.**
- (ii) **To be downloaded/opened on 16.05.2024 at 11.00 A.M**

**Wherever the term “prescribed date & time” for submission of original EMD in the office referred to, it implies 15.05.2024 upto 4.00 P.M. only.**

**TERMS & CONDITIONS**

1. The tender must be accompanied by earnest money of Rs.**25,000/-** (Rupees Twenty Five thousand only) in the shape of Bank Draft / Pay Order of any Scheduled Bank drawn in favour of **PRINCIPAL DR. AMBEDKAR INSTITUTE OF HOTEL MANAGEMENT, CHANDIGARH.**
2. **The amount of earnest money shall not be accepted through cheque.** The earnest money of the successful tenderer(s) shall be converted into security deposit and shall be refunded without interest after the faithfully execution/completion of the contract
3. Tenders without earnest money shall not be entertained.
4. Tender(s) should be uploaded upto the date as indicated in the notice.

The tender will be in two parts i.e. Technical Bid (Part 'A') and Financial Bid (Part 'B'). The Technical Bid should contain the technical details like address and Telephone No. of shop from where the supplies are proposed to be made, details of EMD (DD/Pay Order No., date, amount etc.), storage and hygienic arrangements and any other relevant information. The Financial Bid will contain only the Financial Bid in the enclosed proforma.

The Technical Bid will be opened on 16.05.2024 at 11.00 a.m. After assessing the technical details, Institute will short list the parties fulfilling the technical criteria laid down for the purpose. The Financial Bid of only these technically short listed parties will be opened on suitable date after intimating such short listed parties. The decision of short listing of technical bid by purchase committee will be final and binding on all.

5. Tenderer is free to quote rates for any or all the items. However, the Institute reserves the right to place the order in parts or as a whole to the one or more tenderers.
6. The validity of tender shall be for 90 days from the date of receipt. The finally approved and determined rates will remain in force upto 30.05.2025 from the date of award of contract with a provision to extend further for a period of three months at the same rates approved by the Institute. **The Institute will not entertain any request for the increase of rates on account of increase of tax, GST, natural calamity, strike, other levies or any other reasons, whatsoever, during the period of contract.**
6. (a) **The GS if applicable, should be indicate clearly in the tender form as "GST/Service Tax Extra" alongwith the percentage of GST as applicable against each and every item failing which it will be treated that the rates quoted by the tenderer are inclusive of GST. After this no representation/ request regarding payment of GST shall be entertained. The rates may be quoted by showing the percentage and amount of GST under the column of GST in the specifications.**

**GST will be paid to the tenderer provided the GST registration No. GST NO & Accounting Code is mentioned on the bill/invoice and all relevant formalities including furnishing of Forms/GST invoice, if any, are fulfilled by the tenderer.**

7. Under no circumstances any tenderer shall quote rates for any item more than MRP rates printed on the packing, wherever applicable. Otherwise penal action shall be initiated under the relevant act or as deemed fit by the Institute.
8. In case of any reduction in the GST, taxes, etc. in respect of any item(s) under this tender in pursuance of General Budget for the year 2023-24, the reduced excise duty, taxes shall be applicable for that particular item(s) irrespective of the approved rates contained in the contract letter.
9. The rates quoted should be F.O.R Institute irrespective of quantity ordered.
10. The tenderer will supply the Masala items and Juices to the Institute on next day at 3:00 P.M. s or time given by the Institute. The Institute shall also 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.

11. 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 Institute premises at their own expenses on being informed of the same. In case the tenderer fails to remove the rejected material or items, the Department reserves the right to dispose off the same at the cost of the tenderer and no claim whatsoever shall be entertained.
12. The number of items and quantity thereof mentioned in the BOQ are tentative/indicative and can be increased/decreased as per requirement of the Institute. The Institute also reserves the right to withdraw any item mentioned in the BOQ and no compensation shall be payable for the same.
13. The Institute shall not be in any manner concerned with internal affairs of the tenderers i.e. dispute and dissolution, etc. or affairs concerning any other (third) party that supplier may be having.
14. In case of non-supply/short supply/inferior quality supply, the items shall be purchased at the risk and cost of the tenderer and the amount spent in excess of the approved rates shall be recovered from the pending bills and security deposit. If at any time, the penalty levied/recoverable during the contract period exceeds the security amount, then the Institute reserves the right to withdraw the item(s) and re-allot the same to any other supplier and further blacklist the tenderer upto three years from participating in Institute tenders.
15. The Institute shall be at liberty to purchase the items from Government approved agencies and the tenderer shall have no objection to it.
16. The tenderer shall be duty bound to affect the supply of items contracted for to the extent indented during the contract period.
17. The free scheme, if any, introduced by the Manufacturer/Authorized Distributors with the sale of product from time to time is applicable to the Institute. In such case the tenderer shall indicate the details of free supply in the bill, while supplying the indented material.
18. Failure to discharge the contractual obligations by the tenderer, will lead to blacklisting of the firm for future supplies/tendering in the Institute upto three years and the security deposited shall be forfeited.
19. Payments will be processed on fortnightly basis i.e. in batches of 1<sup>st</sup> to 15<sup>th</sup> and 16<sup>th</sup> 30<sup>th</sup>/31<sup>st</sup> of each month. Payment of each batch will be released within 15 days of close of each batch. Thus, while payment of bill from 1<sup>st</sup> to 15<sup>th</sup> of a month will be made upto 30<sup>th</sup> of the same month, payment for bills in the batch of 16<sup>th</sup> to 30<sup>th</sup> / 31<sup>st</sup> will be released before 15<sup>th</sup> day of next month.
20. The contract, if awarded, for specific period, can be terminated at any time without assigning any reason, whatsoever, even before the expiry of the contract period.
21. The aforementioned terms & conditions shall be binding and operative between the tenderer (supplier) and the Institute.

22. The undersigned reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
23. Any dispute is subject to the jurisdiction of Chandigarh only. In the event of dispute, the same shall be referred for arbitration. The award of the Arbitrator shall be final and binding on both the parties.
- 24. The tenderer must have License so issued under the FOOD SAFETY AND STANDARDS ACT 2006 / Prevention of Food Adulteration (PFA) Act or enclose a copy of Receipt of applying for the above Licenses to the Govt. as token of proof for supply of Masala items and Juices alongwith an undertaking that in case the contract is allotted to the tenderer, the said License will be produced within 90 Days of allotment failing which the Institute would reserve the right to cancel the contract prematurely.**

Principal

## **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 Tender Fee, Earnest Money Deposit, Document and Eligibility Documents shall also be uploaded alongwith Technical Bid within prescribed time limit.
  - (a) Tender Fee and EMD in original as uploaded by the Bidder shall be placed in the manner as described in the Bid Documents and shall be submitted in person by **the prescribed date and time in DR. Ambedkar Institute of Hotel Management, Sector-42-D, Chandigarh**. The Agency who fails to submit the EMD as mentioned above, in physical form on or before **the prescribed date and Time** will be declared as ineligible and the Bid submitted by them shall be declared as invalid.
5. The Agency has to produce the original documents as and when asked for by the Institute. The failure of the Agency to furnish the said original documents will entail summarily rejection of its tender.
6. 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 on lines 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) Institute will not be responsible for any delay in online submission of the Bids due to any reason whatsoever.
  - (f) The details of Tender Fee & EMD specified in the Tender documents should be the same as submitted online (scanned copies) otherwise tender will be rejected summarily.
7. 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, 0172-2740005.

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**TECHNICAL DETAILS OF THE TENDERER**  
**TECHNICAL BID(PART 'A')**

A. Earnest Money Deposit

- B. 1. Details of Tenderer – Name, Father’s Name, Name of Firm, Complete Address and Contact Number on the letter head of the firm
2. Transportation Arrangements on the letter head of the firm.
3. The tenderer must have License issued under the FOOD SAFETY AND STANDARDS ACT 2006 / Prevention of Food Adulteration (PFA) Act or enclose a copy of Receipt of applying for the above License to the Govt as token of proof for supplying of Masalas and Juices alongwith an undertaking that in case the contract is allotted to the tenderer, the said License will be produced within 90 Days of allotment failing which the Institute would reserve the right to cancel the contract prematurely.
4. Copy of GST Number & PAN Number.
5. Any other information, terms and conditions that tenderer may like to add on the letter head of the firm.

**Note:-** Please upload the scanned copy/copies of above said information online as a Technical Bid.