

**INSTITUTE OF HOTEL MANAGEMENT
BADKHAL LAKE CROSSING, FARIDABAD,121001
PH.NO.0129-4052466**

Tender for the supply of **Dairy and Milk Products**

- (i) **Prescribed Date & Time for Receiving Bids : 28/06/2022 up to 10:00 AM**
- (ii) **To be opened on 28/06/2022 at 10.30 A.M.**

Wherever the term “prescribed date & time” for submission of original EMD in the office is referred to, it implies 28/06/2022 up to 10:00 AM only.

TERM & CONDITIONS

1. The tender must be accompanied by earnest money of Rs20,000/- (Rupees twenty thousand only) in the shape of Bank Draft/Pay Order of any scheduled bank drawn in favor of **INSTITUTE OF HOTEL MANAGEMENT, PAYABLE AT FARIDABAD.**

The amount of earnest money shall not be accepted through cheque. The amount of earnest money, if any, lying with the Institute or any other pending amount will not be adjusted against the present tender. The earnest money of the successful tenderer(s) shall be converted into performance security and shall be refunded without interest after the faithfully execution/completion of the contract.

2. Tenders without earnest money shall not be entertained.
3. Tender(s) will be received in the office up to 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, clients list and any other relevant information. The Financial Bid will contain only the Financial Bid in the enclosed Performa.

The Technical Bid will be opened on 28/06/2022 at 10:30AM. 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. The decision of short listing of technical bid by Principal/Secretary will be final and binding on all.

4. 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.

5. The validity of tender shall be for 90 days from the date of receipt. The finally approved and determined rates will remain in force **for the period of one year i.e 11.07.22 to 10.07.23** 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, excise duty, natural calamity, strike, other levies or any other reasons, whatsoever, during the period of contract. Any new tax imposed during the currency of contract, however, will be considered. However, Principal reserves the right to increase or decrease the price of any item keeping into view the circumstances.**
6. **The tenderer should preferably be the manufacturer of Milk Products like Paneer, Cream, Butter, Sweets etc., etc.**
7. (a) **The GST, if applicable, should be indicated clearly in the tender form as “GST Extra” along with 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 VAT under the column of VAT in the specifications.**

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

(b) In Case of GST invoice, Institute name, address and GST. must be indicated/ printed by you. For items on which VAT is applicable, it may also be mentioned/printed **“Input Tax Credit is available against this invoice”**. Each such invoice will be submitted by the tenderer in duplicate (two copies). While the first copy will be used for claiming Input Tax Credit by the Institute and will be submitted to the Assessing Authority of Excise & Taxation Department, Faridabad, along with the return for claiming Input Tax Credit (ITC), the 2nd copy will be used for processing the payment to the suppliers. Therefore, it may be ensured that such invoices are submitted in duplicate (two copies).

“Retail invoice” will, however, be accepted for goods purchased by the Institute for own consumption and not for sale and for Inter State Purchase.

8. 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.
9. In case of any reduction in the excise duty, taxes, etc. in respect of any item(s) under this tender in pursuance of General Budget for the year **2022-23 or**

- 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.
10. The rates quoted should be F.O.R Institute irrespective of quantity ordered.
 11. **The tenderers will quote the rates in respect of non-branded items and will submit the samples of allotted items to the Principal/Secretary for approval and in case of supply of inferior quality, if any; matter will be referred to the Purchase Committee.**
 12. The tenderer will supply the Dairy & Milk Products to the Institute on next day at 8.30 A.M. sharp or time given by the Institute. In case of late supply of the items, a penalty of Rs.500/- or 2% of value of supply whichever is higher will be imposed to the tenderer. 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.
 13. 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.
 14. 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.
 15. 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.
 16. (a) 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. In this eventuality, the security deposit will be forfeited. 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.

(b) In case penalty is imposed for more than 5 times on the tenderer on account of non-supply/short supply/poor quality supply/late supply to the Institute the contract is liable to be considered for cancellation, forfeiture of security and blacklisting of the tenderer's /firm upto the period of 3 years.
 16. The Institute shall be at liberty to purchase the items from Government approved agencies and the tenderer shall have no objection to it.

17. The tenderer shall be duty bound to affect the supply of items contracted for to the extent indented during the contract period.
18. 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.
19. 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.
20. Payments will be processed on fortnightly basis i.e. in batches of 1st to 15th and 16th 30th/31st of each month. Payment of each batch will be released within 15 days of close of each batch. Thus, while payment of bill from 1st to 15th of a month will be made upto 30th of the same month, payment for bills in the batch of 16th to 30th / 31st will be released before 15th day of next month.
21. 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.
22. The aforementioned terms & conditions shall be binding and operative between the tenderer (supplier) and the Institute.
23. The undersigned reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
24. Any dispute is subject to the jurisdiction of Faridabad only. In the event of dispute, the same shall be referred for arbitration to the Director Tourism, Chandigarh or any person appointed by him/her. The award of the Arbitrator shall be final binding on both the parties.
25. The tenderer must have License so issued under the **FOOD SAFETY AND STANDARDS ACT 2006** or enclose a copy of Receipt of applying for the above License to the Govt as token of proof for supplying of Dairy & Milk Products along with 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
26. In the event of any dispute or difference arising out of or in any way touching or concerning this tender whatsoever (except as to matters the decision of which is specifically provided under this contract). The same shall be referred to the sole arbitration of the Director Tourism, Haryana, Chandigarh or any person appointed by him / her. The award of such arbitrator shall be final and binding on both the parties hereto. The Arbitration and Conciliation Act, 1996, shall apply to the arbitration proceedings.

Principal/Secretary

PROCEDURE FOR TENDERING

1. The Bids shall be received only in the office of Institute of Hotel Management, Faridabad.
2. Tender Documents can be downloaded from the web site of the Institute.
3. 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.
4. Instructions to Bidders:
 - (a) Tenders without required documents will be rejected. Incomplete tenders or tenders without earnest money will be rejected.
 - (b) Bids will be opened as per time schedule mentioned above.
 - (c) Before submission of Bids, Bidders must ensure that copies of all the necessary documents have been attached with the Bid.
 - (d) It will be mandatory for all the Bidders to attach all the documents mentioned under '**TECHNICAL BID**'.
 - (e) Institute will not be responsible for any delay in 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 otherwise tender will be rejected.
5. For any issue related to Tendering, Bidders may contact the Office of the Institute .

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

**BELOW MENTIONED DOCUMENTS MUST BE SUBMITTED ALONG WITH
TECHNICAL BID**

- A. Earnest Money Deposit
- B. 1. Details of Tenderer – Name, Father’s Name, Name of Firm, Complete Address, Date of Incorporation and Contact Number.
2. Sales Tax/VAT No.
3. Copy of PAN Card Number
4. Manufacturing /Storage Arrangement
5. Transportation Arrangements
6. Experience
7. List of Clients
8. The tenderer must have License so issued under the **FOOD SAFETY AND STANDARDS ACT 2006** or enclose a copy of Receipt of applying for the above License to the Govt as token of proof for supplying of Dairy and Milk products along with 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.
9. No Agency having been blacklisted by the any State or Central Government Department or PSU in the past shall be eligible to participate in the tendering process (enclose a signed and stamped statement on the letter head of the company with regard to the blacklisting history of the company).
10. Any other information, terms and conditions that tenderer may like to add either in this sheet or as Annexure.

Note:- Please attach the scanned copy/copies of above said information with Technical Bid.

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FINANCIAL BID (PART 'B')

Rates of Milk & Dairy Products

Sr. No	NAMES OF ITEMS	Weight	Estimated monthly consumption	Rates	GST (% and Amount)
1	Amul cheese tin	Tin	10 tin		
2	Amul cheese slice	Pkt	5 pkt		
3	Amul Cream	Ltr.	10 ltr		
4	Bread 700 gm	Pkt	20 pkt		
5	Bread	Pkt	5 pkt		
6	Burger Bun	Pkt	10 pkt		
7	Butter	Kg	20 kg		
8	Curd	Kg	60 kg		
9	Egg	Tray	20 tray		
10	Fresh Noodle (fine)	Kg	10 kg		
11	Jumbo Bread	Pkt	5 pkt		
12	Khoya Danedar	Kg	5 kg		
13	Khoya plain	Kg	5 kg		
14	Milk Full Cream	Ltr.	250 ltr		
15	Milk Toned	Ltr.	300 ltr		
16	Mozrilla Cheese	Kg	4 kg		
17	Paneer	Kg	50 kg		
18	Pav	Pkt	10 pkt		
19	Soya chaap	Kg	10 kg		
20	White Butter	Kg	2 kg		

Stamp/seal of Tenderer