

Dumna Airport Road, Near IIITDM,P.O. Khamaria-482005 Website: sihmjbp.mp.gov.in E-mail: <u>principal.sihmjbp@mp.gov.in</u> Phone- 0761-2639400 Mobile- 9407124391



Tender for the supply of Dairy and Milk Products-1st Call

- (i) Prescribed Date & Time for Receiving Bids: 28.08.2024 up to 03.00 P.M.
- (ii) Technical bid to be opened on 29.08.2024 at 11.00 AM.

Financial bid of selected tenderer will be opened on 29.08.2024 at 12.00 PM. Wherever the term "prescribed date & time" for submission of original EMD in the office is referred to, it implies 29.08.2024 upto 11.00 AM only.

TERM & CONDITIONS

1. The tender must be accompanied by tender fees of Rs. 500/- (Rs. Five Hundred Only) nonrefundable separately and 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 favor of PRINCIPAL, STATE INSTITUTE OF HOTEL MANAGEMENT JABALPUR payable at Jabalpur.

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 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, 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 29.08.2024 at 11.00 AM. 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. 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.

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- 5. The validity of tender shall be for one year from the date of receipt. The finally approved and determined rates will remain in force from 02.09.2024 to 01.09.2025 with a provision to extend further for a period of one year 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.
- 6. The tenderer should preferably be the manufacturer of Milk Products like Paneer, Cream, Butter, Sweets etc., etc.
 - (a) The Goods & Service Tax, if applicable, should be indicated clearly in the tender form as "Goods & Service Tax Extra" along with the percentage of Tax as applicable against each and every item failing which it will be treated that the rates quoted by the tenderer are inclusive of Goods & Service Tax. After this, no representation/ request regarding payment of Goods & Service Tax shall be entertained. The rates may be quoted by showing the percentage and amount of GST under the column of GST in the specifications.
 - (b) An Original invoice will be submitted by the tenderer in duplicate (two copies). First copy may be used by the Institute for taxation purpose and the second will be submitted to the Assessing authority of Taxation Department.
 - "Retail invoice" will, however, be accepted for goods purchased by the Institute for own consumption and not for sale and for Inter State Purchase.
 - 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.
- In case of any reduction in the GST, etc. in respect of any item(s) under this tender in pursuance of General Budget for the year 2023-24 or 2024-25, the reduced GST shall be applicable for that particular item(s) irrespective of the approved rates contained in the contract letter. The rates quoted should be F.O.R Institute irrespective of quantity ordered.
- 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.

10 The tenderer will supply the Dairy & Milk Products to the Institute on next day of ordering 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

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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.

- 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 (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 nonsupply/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 up to the period of 3 years.
- 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

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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 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 bill from 1st to 15th of a month will be made up to 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.
- 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 Jabalpur only. In the event of dispute, the same shall be referred for arbitration to the Principal/Secretary, SIHM, Jabalpur or any person appointed by him/her. The award of the Arbitrator shall be final binding on both the parties.
- 24 The tenderer must have License so issued under the FOOD SAFETY AND STANDARDS ACT 2011 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
- 25 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 Principal/Secretary, SIHM, Jabalpur 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.

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PROCEDURE FOR TENDERING

- 1. The Bids shall be received only in the office of State Institute of Hotel Management, Jabalpur.
- 2 Tender Documents is available on institute's website www.sihmjbp.mp.gov.in from to 09.08.2024 to 28.08.2024.
- 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.
- For any issue related to Tendering, Bidders may contact the Office at Institute of State Institute of Hotel Management, Jabalpur, Near IIITDM, Dumna Airport Road, Jabalpur, P.O.- Khamaria- 482005 Tel: 0761-2639400, (M) 9407124391

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

BELOW MENTIONED DOCUMENTS MUST BE SUBMITTED ALONG WITH TECHNICAL BID

Α	Ear	nest Money Depos	sit			
B.	1. [Details of Tender	er –			
	I.	Name	·			
	11.	Father's Name	:			
	III.	Name of Firm	:			
	IV.	Complete Addres	ss :			
	V.	Contact Number				
		GST No.				
	VII.	Copy of PAN Ca				
		Manufacturing /S				
		Transportation A				
	X.	Experience	1			
	XI.	List of Clients				<u></u>
	token in case 90 Da	of proof for supply of proof for supply the contract is all ys of allotment fai act prematurely.	ying of Dairy a lotted to the te	nd Milk products a enderer, the said Li	long with an cense will be	undertaking that produced within
7.	No A Depar (enclo	gency having bed tment or PSU in the se a signed and so If to the blacklisting	ne past shall be stamped state	e eligible to partici ment on the lette	pate in the to	endering process
8.		ther information, to or as Annexure.	erms and cond	itions that tendere	r may like to	add either in this
Ne	ote:- Ple	ease attach the scan	ned copy/copic	es of above said inf	ormation wit	h Technical Bid.
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Financial Bid (Part - B)

Rates of Dairy & Milk Products

Sr. No	Item	Weight	Rates (Per Kg.)	GST (Percentage
1.	Brown Khoya	Kg		
2.	Fresh Khoya	Kg		
3.	White Butter	Kg	b commence	
4.	Paneer	Kg		
5.	Milk Packed (Tonned)	Ltr .		
6.	Milk Packed (Full Creame)	Ltr		
7.	Milk Packed (Cow Milk)	Ltr		
8.	Curd	Kg		
9.	Butter Milk	Ltr		

^{*}Any other dairy product like different type of cheese etc. as and when required.

Stamp/seal of Tenderer

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