

IFCI INFRASTRUCTURE DEVELOPMENT LIMITED Regd. Office: IFCI Tower, 61, Nehru Place, New Delhi-110019 Website: <u>www.iidlindia.com</u> CIN No: U45400DL2007GOI169232 Mobile-9818311485/Tarun Chaturvedi

Name of Contract: Annual Rate contract for supply of Milk & Milk Products (Dairy items) at Fraser Suites, Plot No. 4A, District Centre, Mayur Vihar-I, Delhi-110091

Tender No. FSND/2020-2021/04

Dated: 27.02.2020

NOTICE INVITING TENDER (NIT)

1. TENDER: Annual Rate contract for Milk & Milk Products (Dairy items)

IIDL Is running a long staying guest apartment under the name & style of Fraser suites (FSND) The offer for the above Annual Rate contract, **are to be submitted in two separate sealed envelope superscripted : "Technical Bid" & "Financial Bid" as respectively and kept in another big envelope duly sealed superscripted on the top of envelope 'Tender for supply of Milk & Milk Products (Dairy items)** addressed to, **IFCI Infrastructure Development Ltd.,4-A,District Centre, Mayur Vihar New Delhi-110091"**. Subject to the following conditions to be put in the tender box kept at Basement 2 Purchase Department of the building: -

- (a) The Agency/firm/Contractor having track record in providing Grocery Supplies to the reputed companies. Five-star Hotels/Restaurants Experience and other Government Bodies is desirable.
- (b) Agency/firm/Contractor's average turnover should be minimum Rs. 30 Lacs in a year, (consecutively for the last 3 years ending 31st March 2019).
- (c) Should have minimum of five years of experience in similar nature of work.
- (d) Should have a Registered Office/Branch in Delhi/NCR at least for the last 3 years.
- (e) The Warehouse of the firm should be within a radius of 25 Km from Fraser Suites.
- (f) The firm should be registered with Service Tax Authority and should submit a copy of Registration Certificate.
- (g) The firm should have a PAN No. In case of a proprietorship firm, the PAN of the proprietor is acceptable. A copy of PAN card should be submitted with the Technical bid.
- (h) The Agency/firm/Contractor should also intimate official E-mail address and telephone no. for all communication in order to avoid loss of time.
- (i) The company reserves the right to accept or reject any bid without assigning any reason whatsoever.
- (j) Payment will be released on monthly basis against pre-receipted bills after rendering satisfactory services.
- (k) The rates quoted by the successful bidder will remain valid for a period of one year from the date of award of contract and can be extended for further period on mutual contract.

- (I) In case, condition of the required Material is not found to be satisfactory, the same shall be returned for immediate replacement.
- (m) The contract can be terminated at any time without assigning any reason by giving a notice of 1 month by either party.
- (n) Offers of tenderers who are under suspension/banned/black-listed by any Five-star hotel/restaurant, PSU/Govt. shall not be considered. Further, if any of the partners/directors of the Agency/firm/Contractor's organization /firm is blacklisted or having any criminal case against him, his tender shall not be considered. An Undertaking to this effect should be submitted.

IIDL reserves the right to request for any documents/certificate/clarification from the tenderer/Agency/firm/ relevant to above qualifying criteria and the same must be submitted within 7 (seven) days of receipt of any such communication.

- 2. Procedure for submission of bids: The bids shall be submitted as under:
 - a) Envelope-A: Marked with "Technical Bid" consisting of tender document cost of Rs.2,500/- (Two Thousand Five Hundred Only) (non-refundable) in the form of Demand Draft/Pay Order (PO) drawn on any Nationalized/Schedule bank in favour of "IFCI Infrastructure Development Limited " payable at New Delhi. Technical formats i.e. all Annexures, except Financial Bid Annexures, any other relevant supporting documents including all the pages of tender document must be duly stamped and signed along with date as token of acceptance of the terms & conditions of tender.
 - b) **Envelope-B:** Marked with **"Financial Bid"** consisting only Financial bid duly stamped and signed along with date.
 - c) All Bid documents must be submitted in properly paginated with indexed duly stamped and signed along with date by authorized person.
 - d) The Technical Bid envelope and Financial Bid envelope are to be submitted in separate sealed covers and both envelopes kept in another big envelope duly sealed super-scribed on the top of envelope `Tender for Milk & Milk Products (Dairy items)
 - e) The tender is to be dropped only in the tender box kept at Basement 2 Purchase Department, FSND, A-4, District Centre, Mayur Vihar Delhi 110091. Tenders shall not be accepted after the last date and time of submission of bids. Please note that the no tender shall be accepted by post or through courier.
- **3.** The Sequence for opening the sealed bids would be on random basis.
- **4.** Only one bid would be considered from one firm.
- **5. Opening of Technical Bids**: Envelope-A will be opened in FSND, A-4,District Centre,Mayur Vihar Delhi 110091 on 19.03.2020 at 3 p.m. by the Tender Committee. IIDL shall evaluate the technical bid to pre-qualify the bidders.
- **6. Opening of Financial Bids**: Exact date and time shall be communicated through official E-mail address given in the bid document.
- (o) The Agency/firm/Contractor should have to enclose Checklist/Minimum qualification criteria along with supporting documents.

Last Date of Submission of bids: 17.03.2020

- 1. The rates quoted will remain firm during the currency of the Contract. IIDL shall not be responsible to bear any extra cost due to any statutory/other obligations arising during the currency of the contract.
- 2. Details of cases pending with any Court of Law, if any, status thereof, to be submitted.
- 3. The Agency/firm/Contractor shall be liable for indemnifying IIDL from any liability on account of its supply and/or meeting any Statutory Obligations required under labour Laws of the Central/State Government(s). IIDL will therefore not assume any responsibility thereto.
- 4. IIDL reserves the right to reject any of the offers at any stage, if the same is not upto the expectation of IIDL.
- 5. Payment Terms: The payment would be made on Monthly basis after the closing of each month against the invoice of the Agency/firm/Contractor. The Monthly bill for the above said contract shall be submitted by the Agency/firm/Contractor at the time of material delivery of following Day/month and payment shall be released upon satisfactory performance, by the end of the month after adjusting any cost borne by IIDL due to any reasons, any damages caused by the Agency/firm/Contractor or his employees, down time etc., as applicable.

7. DESPATCH INSTRUCTIONS:

- i) The General Conditions of Contract form part of the Tender specifications. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- ii) Tenderers are advised to study all the tender documents carefully. Any submission in tender shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof.
- iii) Integrity Pact (IP) shall be applicable for all tenders / contracts as indicated in Notice Inviting Tender (NIT). This integrity pact shall be issued as part of the Tender documents and shall be returned by the bidder along with Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid. Only those vendors / bidders who have entered into such an IP with IIDL shall be considered qualified to participate in the bidding. Entering into this pact shall be a preliminary qualification.

8. SUBMISSION OF TENDERS:

i. The tenders received after the specified time of their submission are treated as `Late Tenders' and shall not be considered under any circumstances.

ii. Tenders shall be opened by authorized officer at his office at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorized representatives who may be present.

- iii. Tenders whose bids are found techno-commercially qualified shall be informed by Email the date and time of opening of the Bids. IIDL's decision in this regard shall be final and binding.
- iv. Before submission of Bid, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

9. DATA TO BE ENCLOSED:

Full information shall be given by the tenderer in respect of the following. Nonsubmission of this information may lead to rejection of the offer.

- INCOME TAX PERMANENT ACCOUNT NUMBER
 Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners, etc shall be furnished along with tender.
- ii) An attested copy of the Power of Attorney/Board Resolution, in case the tender is signed by an individual other than the sole proprietor.
- iii) Proof of Turnover
- iv) Proof of Monthly Billing
- v) Evidence of minimum Five years' experience
- vi) IN CASE OF INDIVIDUAL TENDER His /her full name, address and place & nature of business.
- vii) IN CASE OF PARTNERSHIP FIRM The names of all the partners and their addresses. A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.
- viii) IN CASE OF COMPANIES Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and Articles of Association are also to be furnished) Nature of business carried on by the company and the provisions of the Memorandum relating thereof

10.QUALIFICATION OF TENDERS (As detailed in para 1 above) :

11.LANGUAGE:

- i) The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.
- ii) All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

12.EVALUATION OF BIDS:

- i) Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Prequalification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.
- ii) In case the same qualifying experience is claimed by more than one agency, then the agency who has executed the Tender as per documentary evidence submitted shall only be qualified. Further, IIDL reserves the right to ask for further proofs including submission of TDS certificates for the said job.
- iii) In case the qualifying experience is claimed by private organizations based on Purchase Order and completion certificates from another private organization, IIDL reserves the right to ask for further proofs including submission of TDS certificates for the said job.
- iv) Assessing Bidder capacity for executing the current tender shall be as per Notice inviting Tender.
- v) Price bids of shortlisted bidders shall only be opened through conventional price bid opening.
- vi) Price bids of unqualified bidders shall not be opened.

13.AUTHORISATION AND ATTESTATION:

Tenders shall be signed by a person duly authorized/empowered to do so. An attested copy of the Power of Attorney/Board Resolution, in case the tender is signed by an individual other than the sole proprietor shall be submitted along with the tenders.

14.TENDER FEES DEPOSIT:

Every tender must be accompanied by the prescribed amount of Tender Fees in the manner described herein.

i) Tender Fees is to be paid in Pay Order or Demand Draft in favor of `IFCI Infrastructure Development Ltd.' and payable at New Delhi.

15. EXECUTION OF CONTRACT AGREEMENT:

The successful tenderer's responsibility under this contract commences form the date of issue of the Letter of Intent by IIDL. The Tenderer shall submit an unqualified acceptance to the Letter of Intent/Award within the period stipulated therein.

The successful tenderer shall be required to execute an agreement in the prescribed form, with IIDL, within 15 days after the acceptance of the Letter of Intent/Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of Agreement document shall be borne by the contractor.

16.REJECTION OF TENDER AND OTHER CONDITIONS:

- i) IIDL reserves the right to accept or reject the tenders without assigning any reason whatsoever.
- ii) Conditional tenders, unsolicited tenders, tender which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- iii) Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with IIDL or tenderer who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India. IIDL reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in position to execute this job as per the required schedule. The decision of IIDL will be final in the regard.
- iv) If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, IIDL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, IIDL may then cancel such tender at their discretion, unless the firm retains its character.
- v) IIDL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- vi) If the tenderer gives wrong information in his tender, IIDL/IIDL reserves the right to reject such tender at any stage or to cancel the contract if awarded.
- vii) Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- viii) The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him.
- ix) The Tender submitted by a techno commercially qualified tenderer shall become the property of IIDL who shall be under no obligation to return the same to the bidder. However, unopened price bids and late tenders shall be returned to the bidders.
- x) Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then awarded price i.e contract value shall be worked out after considering the discount so offered.
- xi) IIDL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

17.LAW GOVERNING THE CONTRACT AND COURT JURIDICTION:

The contract shall be governed by the law for the time being in force in the Republic of India. The civil court having original civil jurisdiction at New Delhi shall alone have exclusive jurisdiction in regard to all claims in respect of the Contract. No other civil court shall have jurisdiction in case of any dispute, under this contract.

18.Failure to comply with any of the above conditions can result in termination of the contract, penalty as may be decided by IIDL and future blacklisting of the contractor.

DECLARATION

(TO BE TYPED ON A LETTER HEAD OF THE COMPANY/ FIRM)

Fraser suites New Delhi A-4 District Centre, Mayur Vihar Phase-1 <u>New Delhi -110091</u>

Ref: 1) NIT/Tender Specification No._____

Dear Sir,

- 1. We have carefully read and understood all the terms and conditions of the tender and hereby convey our acceptance to the same.
- 2. The information / documents furnished along with the above offer are true and authentic to the best of my knowledge and belief. We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.
- 3. We have apprised our self fully about the job to be done during the currency of the period of agreement and acknowledge to bear consequences to of nonperformance or deficiencies in the services on our part.
- 4. We have no objection, if enquiries are made about the work listed by us.
- 5. We have not been blacklisted by IIDL or any other organization where we have worked. Further, if any of the partners/directors of the organization /firm is blacklisted or having any criminal case against them, our bid shall not be considered. At any later point of time, if this information is found to be false, IIDL may terminate the assigned contract immediately.
- 6. We have not been found guilty by a court of law in India for fraud, dishonesty or moral turpitude.
- 7. We agree that the decision of IIDL in selection of Bidders will be final and binding to us.

Date: Place: Signature of authorized person Full Name & Designation: Company's Seal:

N.B: The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Bid.

In case of any dispute or any difference arising at any time between the parties in respect of this tender or after awarding the contract, the same shall be resolved by mutual discussion and if not resolved than in accordance with and subject to the provision of the Indian arbitration and conciliation act 1996 and court of Delhi only shall have jurisdiction in all matters arising out or connected with this agreement. Proceedings of arbitration shall be either in Hindi or English language only. Place of arbitration shall be at New Delhi. Arbitration tribunal shall be consist of sole arbitrator to be nominated by managing director of IFCI Infrastructure Development Limited.it is specifically agreed, acknowledged and admitted by the bidder/tenderer that dispute with regard to quality of items or any other goods/material/Perishables supplied under this agreement/or tender shall be referred immediately to general manager Fraser suites new Delhi/or his

nominated officer, as the case may be, and shall be exempted from the arbitration proceedings and decision of general manager Fraser Suites New Delhi shall be final and binding on both the parties to agreement.

SR No	Product Name	SPEC	UOM	Rate with MRP	Discounted rate
1	Amul cheese tin	400 Grm	Tin		
2	Amul Chiplet 10 Gm	Amul	kg		
3	Bakery cream low fat	Self Made	LTR		
4	Butter table Yellow.	Self Made	kg		
5	Chhaina	Self Made	kg		
6	Cooking butter	Amul	kg		
7	Cooking Cream.	Self Made	LTR		
8	Curd	Self Made Madhusudan	kg		
9	Desi Ghee	Milk Food	LTR		
10	Double Toned Milk	Mother Dairy Nandini	LTR		
11	khoya (Dhap/Pindi/ Danedar)	Self Made	kg		
12	Milk Full Cream	Mother Dairy Nandini	LTR		
13	Paneer	Self Made	kg		
14	Tetra Pck Milk Mother Dairy	Mother Dairy Nandini	LTR		
15	TONED MILK	Mother Dairy Nandini	LTR		

Required Items List as per consumption in last 3 years

All items details are as per our till date consumption pattern.