

Industrial Growth Centre, Mansa Road , Bathinda (Punjab).

Email: ihmbti@gmail.com, aoihmbti@gmail.com

TENDER FOR EDIBLE OILS, GHEE, MILK AND MILK PRODUCTS ETC.

Tender Notification No :	IHM/BTI/2023/
Tender Notification Date:	06.07.2023
Nature of work :	Signing of a <u>Rate Contract</u> for supply of EDIBLE OILS, GHEE, MILK AND MILK PRODUCTS ETC for IHM, Bathinda.
Cost of the tender document:-	Rs. 200/- only (Rs. Two Hundred Only) {Non refundable, under any circumstances}.
EMD Amount :	Rs. 4,000/- only (Rupees Four Thousand Only) <i>{Refundable to the Non-successful bidders, without any type of interest or other charges}</i> <i>However, It will be converted in Performance security in case of successful tenderer and will be returned after successful completion of the contract period.</i>
Period of the Contract	w.e.f. From the date of signing of Agreement to 31ST of DECEMBER 2024. Further extendable subject to mutual consent of both the parties.
Date of start of downloading of tender documents:-	from the website of the institute.
Website for downloading of the tender document:-	www.ihmbti.com
Last date for downloading of the tender document:-	<u>28.07.2023 up to 12.30 pm</u>
Last date & Time for submission of the tender documents:-	<u>28.07.2023 up to 2.00 pm</u>
Date of opening of the Tender documents:-	<u>28/07/2023 (at 2.30 p.m.)</u> in the PRINCIPAL OFFICE OF THE IHM, BATHINDA
Address for the submission :	PRINCIPAL INSTITUTE OF HOTEL MANAGEMENT INDUSTRIAL GROWTH CENTRE MANSA ROAD, BATHINDA.

Signatures of the Bidder _____ (with his/her stamp)

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SCOPE OF SUPPLY

Sealed tenders are invited from **General Merchants/ Manufacturers/Sole agents/distributors/ Suppliers/ Firms/ Proprietors etc.** for signing an **Annual Rate Contract** for a period UPTO **31st of DECEMBER 2024** that may be further extendable subject to the mutual consent of both the parties, for supply of following **EDIBLE OILS, GHEE, MILK AND MILK PRODUCTS ETC.**, based on the demand generated by the Institute, from time to time:-

S.No	Name of items	Name of Brands	Unit
1.	Amul Moti Milk	Amul 500ml pack	PKT
2.	Khoya	Superior Quality, FSSAI Approved	KG
3.	Refind Soyabean Oil	Fortune/Ginni/Dalda 1 Liter pack	PKT
4.	Refind Soyabean Oil	Fortune/Ginni/Dalda 15 ltr Tin	TIN
5.	Vanaspati	Dalda/Gagan 1 ltr pack	PKT
6.	Mustard Oil	Fortune/Dalda/ 1 Liter Bottle	BOTTLE
7.	Olive Oil	Figaro 200ml Tin	TIN
8.	Salad Oil	Solar 500 ml Bottle	BOTTLE
9.	Sesame Oil	Superior Quality, FSSAI Approved	LTR
10.	Groundnut Oil	Gagan 1 Liter pack	LTR
11.	Coconut Oil	Parachute edible 500ml Pack	BOTTLE
12.	Butter Chiplets	Amul/Brittania/Verka (10chiplet pack)	PACK
13.	Butter	Amul/Brittania/Verka 100 gm pack	PACK
14.	Butter (white)	Superior Quality, FSSAI Approved 100 gm pack	PACK
15.	Cheese Slices	Brittania /amul 200 gm pack	PKT
16.	Cheese Tin	Brittania /Amul 400 gm Tin	TIN
17.	Cheese Pizza (Mozeraella)	Amul 200 gm pack	PKT
18.	Fresh Cream	Amul 1 liter Pack	PKT
19.	Fresh Cream	Amul 250 gm Pack	PKT
20.	Milk Powder	Nestle Everyday 400 gm Pack	PKT
21.	Desi Ghee ½ KG	Verka/Nestle/Milkfood (500 gm)	PKT
22.	Refined Oil (1 ltr pack)	Rice Bran	PKT
23.	Refined Oil (1 ltr pack)	Cotton seed oil	PKT
24.	Refined Oil (1 ltr pack)	Sunflower Oil	PKT
25.	Refined Oil (1 ltr pack)	Ground nut oil	PKT
26.	Refined Oil (15 ltr tin)	Rice Bran	TIN
27.	Refined Oil (15 ltr tin)	Cotton seed oil	TIN

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28.	Refined Oil (15 ltr tin)	Sunflower Oil	TIN
29.	Refined Oil (15 ltr tin)	Ground nut oil	TIN
30.	Tin- Milkmaid	Nestle Milkmaid 400gm Tin	TIN
31.	Coconut Powder	Maggi Nestle 1 Kg pack	Pack
32.	Coconut Powder	Maggi Nestle 500 gms packing	Pack
33.	Coconut Milk	Real Thai, Dabur, Homemade 1 ltr pack	Pack

NOTE:

- Please specify the details of each item in units of weights, measurements etc.
- Mention BRAND and quote accordingly
- ***The quantity may increase /decrease as per various actual requirements.***

**Principal
IHM, Bathinda**

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TENDER FOR EDIBLE OILS, GHEE, MILK AND MILK PRODUCTS ETC.

INSTRUCTIONS/ GUIDELINES TO THE TENDERERS

1. Attach a copy of the tender notice (**Annexure-I**).
2. Attach an affidavit regarding Non-Black listing as per proforma given at (**Annexure-II**) .
The Original Affidavit must be submitted along with the tender document.
3. Attach a Technical Bid Proforma (**Annexure-III**).
4. Attach a signed copy of the terms and conditions (**Annexure-IV**).
5. Attach the detail of Bank Account for refund of EMD (**Annexure – V**)
6. In addition to this, following documents are to be attached with Technical Bid:-
 - i) **Tender Fee** : In the shape of a Demand Draft for Rs. 200/- in favour of “**INSTITUTE OF HOTEL MANAGEMENT, BATHINDA**” payable at **BATHINDA**.
The Tender fee can also be deposited with the Institute’s Cashier before the last date/ time of the receipt of the tenders. The tenders without Tender Document fee will not be accepted under any circumstances.
 - ii) **Earnest Money Deposit (EMD)** of **Rs.4,000/-** in the shape of a Demand Draft in favour of in favour of “**INSTITUTE OF HOTEL MANAGEMENT, BATHINDA**” payable at **BATHINDA**. The EMD can also be deposited with the Institute’s Cashier before the last date/ time of the receipt of the tenders. The EMD without Tender Document fee will not be accepted under any circumstances.
 - iii) **The bidders having the MSME Registration will be exempted from submission of the Tender Document Fee and Earnest Money Deposit at the time of filling of tenders. However such MSME Registered Vendors will have to provide a valid self attested certificate in the place of Tender Document fee and EMD.**
In case such bidder is found as L1 bidder then he / she will have to deposit the performance security in the shape of a Bank Demand Draft only. The performance security will not be allowed to deposit in the shape of Bank Guarantee or FDR. It may be deposited in the shape of Demand Draft or deposited at the cashier counter of the Institute.
 - iv) Details of registration as Company / Shop / Establishment.

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TENDER FOR EDIBLE OILS, GHEE, MILK AND MILK PRODUCTS ETC.

- v) Copy of Certificate of Registration for **PAN NUMBER** AND **GST NUMBER** (if applicable).
7. Attach a signed copy of the Acceptance of Tender/ Conditions Forms (**Annexure-VI**).
8. Price should be quoted only in proforma at **Annexure-‘VII’**. It is worth to mention here that the rates once quoted/ finalized will remain same/ unchanged for the contract period.
9. Details of tender are available on our website www.ihmbti.com. **Tender forms can be downloaded from the website of the institute.**
10. The material should be supplied Inclusive of all charges/ taxes/ freight i.e. **F.O.R institute** premises. No other charges for packing, delivery etc will be given under any circumstances.
11. Well known Branded products will be given preference.
12. Past experience in supplying to reputed organizations such as Institutions of Central Government, State Government or any renowned Autonomous Institution is desirable.
13. Please ensure that **(1)** Technical Bid along with Tender Fee & EMD will be submitted in ENVELOP – A and **(2)** Price Bid SHOULD ONLY BE SUBMITTED on the prescribed format in ENVELOP- B. Both these envelops should be put in an outer envelope, super-scribing, as **“TENDER DOCUMENT FOR SUPPLY OF EDIBLE OILS, GHEE, MILK AND MILK PRODUCTS ETC.”**

Note: In case the tender is not submitted in the above format it will be rejected straightway.

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Annexure-I

NOTICE INVITING TENDER

Sealed tenders are invited from **General Merchants/ Manufacturers/Sole agents/distributors/ Suppliers/ Firms/ Proprietor etc.** for signing an **Annual Rate Contract** for a period upto **31st OF DECEMBER 2023** that may be further extendable subject to the mutual consent of both the parties, for supply of **EDIBLE OILS, GHEE, MILK AND MILK PRODUCTS ETC** , based on the demand generated by the Institute, from time to time, AS PER DETAILS MENTIONED AT SCOPE OF SUPPLY.

The tender document containing detailed terms & conditions may be downloaded from the website of Institute as well as Tender wizard.

TERMS AND CONDITIONS:-

1. **THE TENDER(S) MUST REACH** in the Office of the **PRINCIPAL, INSTITUTE OF HOTEL MANAGEMENT, BATHINDA** along with a Bank Demand Draft for Rs.200/- only (Rs. TWO Hundred Only) on account of **Tender Fee** and another Bank Demand Draft for **Rs. 4,000/- only** (Rs. Four Thousand Only) **on account of Earnest Money Deposit**, in favour of "INSTITUTE OF HOTEL MANAGEMENT", payable at BATHINDA.
2. The **tenders will be opened** on the same day at **2.30 PM** in the PRINCIPAL OFFICE OF THE INSTITUTE OF HOTEL MANAGEMENT, BATHINDA in the presence of tenderer(s), who wish to be present in the said tender opening process. However, the Representatives of the bidders who keen to attend the tender opening process should have an authorization certificate from the company.
3. The Price bid will be opened after the opening of Technical Bid. The Price Bid of the technical qualified bidders will be opened by the Institute.
4. The Undersigned reserves all rights to accept or reject any or all the tenders without assigning any reason.

Sd/-
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Annexure-II

(To be furnished on non-judicial stamp papers worth Rs.30/-).

AFFIDAVIT

I/We _____

partner/sole proprietor (Strike out which is not applicable) of (Name & Address of Firm)

_____ do hereby declare and solemnly affirm:-

- a) That the individual/firm/ companies are **not debarred or black- listed** by any department of Union/ State Government or any autonomous institute.
- b) That no partner or shareholder, directly or indirectly connected with the applicant has been debarred or blacklisted by any department of Union Govt./State Govt./Autonomous Institute.
- c) That the terms and conditions for supply of **EDIBLE OILS, GHEE, MILK AND MILK PRODUCTS ETC** at INSTITUTE OF HOTEL MANAGEMENT, BATHINDA are acceptable to me/us. I/We will abide by them in letter and spirit.
- d) That I will supply the required material within the stipulated delivery period of the tender document/ supply .

Date: _____

Place: _____

DEPONENT

VERIFICATION

I/We do hereby solemnly declare and affirm that the above declarations are true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been concealed therein.

Date: _____

Place: _____

DEPONENT

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TENDER FOR EDIBLE OILS, GHEE, MILK AND MILK PRODUCTS ETC.

Annexure-III

TECHNICAL BID

1 Name of the applicant
(tenderer/ bidder).

2 Constitutional status of the
tenderer/ bidder.

i.e. Proprietor/ Partnership firm/ Pvt. Limited
Company/ Public Limited Company/ Co-op
Society etc.

3 Address of the tenderer/
bidder

4 Name of the Dealing Person :-

6 Position of the dealing person
in the tenderer firm/
company/ society :-

7 E mail id:-

8 Fax No (if any):-

9 Mobile No:-

10 Whether Manufacturer/
Dealer/ Distributor:-

11 **Details of the Tender document fee**

(A) *In case Tender Document fee is deposited in the shape of a demand draft:-*

Demand Draft No.

Date of demand draft

Amount of the demand draft

Rs. 200/- only (Rs. TWO Hundred Only)

Bank with branch name

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TENDER FOR EDIBLE OILS, GHEE, MILK AND MILK PRODUCTS ETC.

(B) *In case Tender Document fee is deposited in the shape of a Institute receipt:-*

Institute Receipt No. _____

Institute receipt date _____

Amount of the Institute receipt Rs. 200/- only (Rs. Two Hundred Only)

12

Details of the Earnest Money Deposit (EMD):-

(A) *In case EMD is deposited in the shape of a demand draft:-*

Demand Draft No. _____

Date of demand draft _____

Amount of the demand draft Rs. 4000/- only (Rs. Four Thousand Only)

Bank with branch name _____

(B) *In case EMD is deposited in the shape of a Institute receipt:-*

Institute Receipt No. _____

Institute receipt date _____

Amount of the Institute receipt Rs. 4000/- only (Rs. Four Thousand Only)

13 Whether exempted from deposit of Tender Document fee and EMD due to MSME Registration.

14 PAN Number _____

15 GST No. (if applicable) _____

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TENDER FOR EDIBLE OILS, GHEE, MILK AND MILK PRODUCTS ETC.

**CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER
& UPLOADED ON THE WEBSITE OF E-TENDER.**

Sr. No.	Particulars	Remarks
1.	Copy of Tender Notice attached – Annexure – I	Yes/No
2.	Whether an affidavit on the non-judicial stamp paper, duly attested by the Executive Magistrate/Notary, regarding non-black listing/ non-prosecution of firm has been submitted? – Annexure – II	Yes/No
3.	Technical Bid Proforma attached – Annexure – III	Yes/No
4.	Signed copy of terms & conditions attached – Annexure – IV	Yes/No
5.	Bank Details (Anenxure – V) for refund of EMD attached	Yes/No
6.	Signed copy of an acceptance of tender/ conditions (Anenxure – VI)	Yes/No
7.	Whether a DD for Rs. 200/- on account of Tender Fee in favour of <u>INSTITUTE OF HOTEL MANAGEMENT, BATHINDA</u> has been submitted?	Yes/No
8.	Whether a EMD of Rs. 4,000/- in the shape of Demand Draft in favour of <u>INSTITUTE OF HOTEL MANAGEMENT, BATHINDA</u> has been submitted?	Yes/No
9.	If the Tender document fee and EMD are deposited with the Cashier of the Institute, then whether the original receipts of the same have been attached or not?	Yes/ No
10.	If the bidder is exempted from the payment of Tender Document Fee and EMD due to MSME Registered then whether a copy of the MSME Registration Certificate is attached or not?	Yes/ No
11.	Whether each page of the tender document and other enclosures as well as cutting(s)/ overwriting(s) have been signed/ initialed by the tenderer and also the forwarding letter duly signed by the authorized signatory, has been submitted?	Yes/No
12.	Copy of Certificate of Registration for GST/ PAN attached.	Yes/No
13.	Whether a copy of the Audited Balance Sheet for the Last Two Financial	Yes/No

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TENDER FOR EDIBLE OILS, GHEE, MILK AND MILK PRODUCTS ETC.

	Years have been attached or not?	
14.	Whether the detail of clients to whom services/ goods provided/ supplied during the last two financial years have been attached or not?	Yes/No
15.	Whether a copy of the Income Tax Return for the last two financial years have been attached.	Yes/No

Note: Non compliance to any of the above conditions will render the offer/ tender to be rejected out-rightly and Price bid of the firm will not be opened.

Dated:- _____.

Place:- _____.

Signature_____

Name:- _____

Address:- _____

Contract No:- _____

E-mail id:- _____

With Seal

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Annexure-IV

TERMS AND CONDCTIONS

1. Tenderers are to sign the form of the Tender, giving exact specification of the articles, the contents and the design of the articles and the schedules of rates. All tenders, not so signed, shall be rejected.
2. Earnest Money Deposit must be paid in Demand Draft. However, for the convenience of the bidders the Tender document fee and EMD can be deposited with the Institute cashier against Institute's receipt. In case the Tender Document fee and EMD is deposited with the cashier then the original receipt will have to be attached with the tender document.
3. The bidders that will be registered with MSME will be exempted from the payment of Tender Document fee and EMD. However they will have to deposit a copy of their MSME Registration Certificate with the Institute along with the hard copy of the tender on or before last date/ time of the tender. In case the copy of such MSME Certificate will not be attached then the tender will be rejected. The said bidders if observed as L1 bidders then they will have to deposit the performance security in the shape of Demand Draft or will have to deposit the same with the Institute's cashier. It will not be deposited in the shape of Bank Guarantee or FDR under any circumstances.
4. The Institute reserves the right to disqualify the complete tender if overwriting or erasing is found in the columns. Each page must be stamped and signed.
5. All tenderers must disclose the names of their partners, if any. Any tenderer failing to do so will render himself liable to have his security deposit forfeited and contract, entered into, cancelled at any time during its completion.
6. Tenders are to be enclosed in sealed envelopes addressed to the **PRINCIPAL, INSTITUTE OF HOTEL MANAGEMENT, INDUSTRIAL GROWTH CENTRE, MANSA ROAD, BATHINDA** clearly stating on the envelope the category of articles tendered for **"Supply of EDIBLE OILS, GHEE, MILK AND MILK PRODUCTS ETC"**.
7. No tender will be accepted unless it is properly sealed. Tenders must be brought duly sealed to the Institute's office and delivered as directed. Tenderers shall not be allowed to fill in or seal the tender at the office of the Institute.
8. All tender quotations should, besides the specifications already stated in the Tender Form very clearly specify the articles in respect of contents, gauge, brand, quality, quantity, size, gross weight, net weight and any other additional specification, wherever applicable to such items.
9. EMD of unsuccessful tenderers will be refunded after finalizing the agreement with the successful tenderer. EMD will not carry any interest. Tenders submitted without EMD, mentioned above, will be liable for rejection without providing any opportunity to the tenderer concerned. The exemption of cost of tender document/earnest money etc. to Govt. agencies/Govt approved agencies will be allowed / applicable as per Govt. rules. Such parties

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TENDER FOR EDIBLE OILS, GHEE, MILK AND MILK PRODUCTS ETC.

must provide a copy of exemption certificate / proof for claiming exemption, along with the Technical Bid.

10. Tender once submitted will not be allowed to be withdrawn. In the event of non acceptance of offer by the tenderer, the Earnest money is liable to be forfeited.

11. The EMD deposited by the bidder will be converted into performance security. The bidders who will be exempted from the deposit of EMD at the time of filling of the tender due to MSME registration then, he/ she will have to deposit the Performance Security after allotment of LOI/ when he she will be declared as L1 bidder.

12. The tender will be allotted to lowest bidder item wise as per schedule list.

13. It is distinctly understood that the tenderer will be strictly required to confirm to the conditions of this contract and any pleas will not on any account be admitted as an excuse on their part for infringement of any of the condition.

14. Successful tenderer or tenderers shall supply articles in such quantities and as per specifications and quality demanded as any ordered on him or them from time to time. The quantities mentioned in the schedule are only indicative of the estimated requirements of the Institute, and the Institute does not bind itself to purchase/to complete any or all the quantities indicated therein.

15. Articles to be supplied strictly on punctuality as briefed from day to day. The tenderer will supply the Items to the Institute on next day at 9.30 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.

16. If any article is not available or the Tenderer does not want to quote for it, clear remarks to this effect must be made against such articles.

17. Tenderers are requested to fill in the tender carefully after noting the size by numbers etc. of articles mentioned in the specifications.

18. The successful tenderers will be required to deliver the articles under the terms of contract at the Institute's registered office which shall be inclusive of Taxes, Delivery charges, cartage, freight etc. etc. The Institute will not be held liable to pay any extra amount over and above the rates finalized in the tender.

19. The successful tenderer while effecting deliveries against the Institute's orders, will have to send an official delivery challan mentioning in it the quality/brand quantity, rates etc. Thereafter, bill should be submitted within 3 days.

20. If any time, during the continuance of this contract, the performance in whole or in part by either part of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs or acts of God (hereinafter referred to as "events") provided notice of happening of any such eventuality is given by either party have any

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TENDER FOR EDIBLE OILS, GHEE, MILK AND MILK PRODUCTS ETC.

claim for damages against the other in respect of such non-performance or delay in performance; and deliveries under the contract shall be resumed as soon as practical, after such event has come to an end or ceased to exist and the decision of the Principal shall be final and conclusive have, provided further that if the performance in whole or part or any obligation under this contract is prevented or delayed by a reason of any such event for a period exceeding 30 days either party may at its option terminate the contract PROVIDED ALSO that if the contract is terminated under this clause, the Institute shall be at liberty to take over from the tenderer at a price to be fixed by the Principal which shall be final; all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the tenderer at the time of such termination or such portion thereof as the Institute may deem fit accepting such materials, bought out components and stores as the tenderer may with the concurrence of the Institute elect to retain.

21. The Institute also reserves the right to enter into parallel contracts simultaneously or at any time during the period of this contract with one or more tenderer(s)/supplier(s) such quantity of such item(s) as the Secretary/Principal (whose decision shall be final) may determine and to forfeit the security deposit and terminate the contract at any time without assigning any reason, whatsoever, even before the expiry of the contract period.

22. The Institute also reserves the right to terminate the contract any time during the year, in the case of the unsatisfactory performance of the tenderers and in such a case Security Deposit will be forfeited.

23. All disputes are subject to Bathinda jurisdiction only.

24. All future **Corrigendum's, addendums, amendments, extensions of bid submission date with regard to this Bid, if any, shall be published only at** website www.ihmbti.com, and not through press advertisement. All the bidders are requested to look at the said websites for this purpose regularly.

25. The rates quoted should be **"NET RATES"** inclusive of all taxes and F.O.R. IHM, Bathinda. Rates should be quoted strictly according to the unit of the measurement specified against each item number. Increase in rates during the contract period will not be entertained. The rates need to be filled IN THE PRICE BID ONLY.

26. No rates column should be left blank otherwise the highest rate quoted by any other tenderer for that item shall be taken for evaluation of the tender. In case the tenderer is still successful in getting the contract on the basis of his being the lowest, he would be paid lowest rates quoted by other tenderers for those items not quoted. Tenderers are requested to fill / write all the columns and no column should be left blank.

27. Please note that "Terms & Conditions" accompanying the tender documents are for general guidance and successful tenderer will have to sign an agreement, with amendments, if any, considered necessary by the Institute. **Conditional tender will be summarily rejected and no correspondence in this regard shall be entertained.**

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- A. The material shall be of the best quality and as per the specifications demanded. At any stage these are found unsuitable/sub-standard shall be liable to be rejected by the institute. The decision shall be final and binding on the Supplier.
 - B. In case the material or any part thereof has been rejected the Institute shall not be required to assign or give any reason for such rejection and their decision shall be final. In case of any of the said material being rejected or not being rejected supplied as aforesaid, the Institute shall be at liberty to purchase the same from outside
 - C. As 100% inspection of the commodities is not possible or practicable at the time of supply, the supplier shall be responsible to accept back and replace all such material which are on inspection/opening/checking/actual use found unsuitable or below the standard required by the Institute. In case of failure of the supplier to do so, the unit shall have the right to proceed in same manner as in the case of (B.) above in respect of these rejected commodities as well.
 - D. The quantities shown in the 'Schedule' are only estimated requirements. The unit reserves the right to increase/decrease the quantities. No arrangement of any kind shall be entertained. The Institute also reserves the right to place order on any item/items of the purchase order throughout the currency of the contract and the supplier shall not be entitled to claim any compensation or damages.
 - E. The supplier shall maintain proper date wise record of all indents placed on them by the Institute for effecting supplies. If telephonic indents are placed at any time, the supplier shall ensure that such telephonic orders are followed with written indents
 - F. The supplies must be accompanied by a proper dated challans/advice mentioning therein separately the quantity ordered and quantity supplied in respect of each item.
27. In the event of failure on the part of the 'Supplier' to supply the material, in accordance with the conditions entered herein the Institute shall have the right to make alternative arrangement at the cost and risk of the supplier.
28. In the event of failure of the tenderer at any stage while depositing Performance Security & Signing Agreement, the Institute may forfeit the tenderer's EMD and/or Performance Security & the tendered items should be allotted to another tenderer as deemed fit by the Institute. If the successful bidder is exempted from the payment of EMD due to MSME, then he/ she will have to deposit the performance security of the Tender value.
29. Earnest Money Deposit (EMD) of all unsuccessful tenderer would be refunded within 30 days of the tenderer being notified as being unsuccessful.
30. A stamp paper of Rs.100/- is to be provided by the tenderer at his own cost for signing of Contract Agreement.

Signatures of the Bidder _____ (with his/her stamp)

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TENDER FOR EDIBLE OILS, GHEE, MILK AND MILK PRODUCTS ETC.

31. In case of breach of any of the conditions stipulated herein the Institute shall be at liberty to terminate contract without prejudice to the right of the Institute to claim damages on account of breaches

a. The supplier shall not be directly concerned or in any way deal with the officers or other persons employed by or under the authority of the Institute in making the supplies hereby contracted for, nor shall be suppliers either directly or indirectly give or promise to pay or give, or permit to be given to any person or persons or in any department under the Institute, money or gratuity, fee or reward for any matter or thing or any way relating to the performance of the contract.

b. The supplier shall not assign the present contract or in any manner allow any other person or persons to interfere in the Management or performance thereof, without the written permission of the Institute management.

32. The bills for the supplies as aforesaid may be preferred by supplier on the Institute within a month from the last date of the billing period. The bills should be made on proper printed bill form serially numbered and in no case on the letterheads.

33. Any over payment of the Suppliers bills for the supplies made under these terms and conditions shall be recovered from the suppliers from his bills subsequently submitted for payment and if such over payments or any portion thereof or thereafter remitted by the supplier. The amount so recovered will be refunded to the supplier. The unit shall have the right to recover the overcharges, from the security deposit as well.

34. The Tenderer shall be solely responsible for supply of items as per food safety norms under FSSAI and any other relevant Acts.

35. The Institute shall pay for such approved material as shall be supplied by the supplier and accepted by the said officer for and on behalf of the Institute under or by virtue of these 'Terms and conditions' at the rates and prices which will be specified and contained in the Schedule after the tender has been approved.

36. T.D.S will be deducted from the bills as per the rate applicable

37. **Payment:-** The payments will be made digital mode transfer through RTGS/NEFT/Multicity account payee cheque on a monthly consolidated basis within 14-20 days after the receipt of consolidated statement/bills.

38. The supplier shall be personally responsible for the quality and quantity of the materials supplied and in case of any adulterated or substandard materials found being supplies, the supplier shall be personally liable for actions under the relevant acts.

39. The management reserves the right to **accept or reject all/any offers without assigning any reason. The management does not bind itself to accept the lowest rate or any tender or to give any reasons for rejection of tender without assigning any reasons thereof.**

40. All the tenderers have to enter into a pre contract integrity pact and signed copy has to be submitted along with technical bid.

Signatures of the Bidder _____ (with his/her stamp)

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41. The successful AGENCY shall execute the Agreement with IHM Bathinda, positively within **15 days (fifteen days)** of award of the Contract, failing which his tender/ contract shall be liable for cancellation. It is made clear that the General Terms & Conditions Technical Bid , Financial Bid etc. attached with the Tender Documents are deemed to form an integral part of the contract and his security will be forfeited

42. In the event of contract being extended, the management reserves the right to call upon the suppliers to continue the supplies for **Six Month** in excess of the contract period at the rates of the immediately preceding month.

43. **Supporting Documents-** All the required supporting documents must be uploaded as per the prescribed method along with Techno Commercial Bid of the tender.

44. **Delivery of material shall be FOR Bathinda.** Payment will be released by the Institute directly after satisfactory delivery. In event of the delayed payment due to administration reason the supplier will have no legitimate claim for any kind of compensation.

45. **The Financial Bids** of only those parties, who qualify in technical bid and in samples, will be opened as per given schedule.

46. **The financial bids** need to be submitted IN A SEPARATE ENVELOP MARKED AS PRICE BID / ENVELOP –B.

47. Rates for all items carrying printed MRP should be quoted either MRP or discounted on MRP. The rates above the MRP Could not be quoted by the bidder.

48. Any dispute, controversy or claims arising out of or relating to this Tender or Subsequent Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration and the Principal of the Institute shall appoint the Arbitrator and the appointment of such Arbitrator and the award of the Arbitrator shall be final and binding on both the parties. Dispute, if any, would be subject to Bathinda Jurisdiction.

49. The tenderer will supply all allotted items and will hand over to the storekeeper/agent for receipt after its checking.

50. Discontinuance of supply of materials before the contract period will lead to forfeit the security deposit.

51. The items not supplied by the supplier because of some or other reasons, will be purchased by the Institute from open market and the amount difference in the rates would be recovered from supplier.

52. Disqualifications:

The proposal is liable to be disqualified in the following cases tenderers fails to meet the bidding requirements as indicated in the tender document:-

(a) Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.

(b) During validity of the proposal, or its extended period, if any, the tenderer increases his quoted prices other than statutory components.

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TENDER FOR EDIBLE OILS, GHEE, MILK AND MILK PRODUCTS ETC.

- (c) The tenderer's proposal is conditional or has deviations from the terms and conditions of this tender document.
- (d) Proposal is received in incomplete form.
- (e) Proposal does not meet the minimum requirements specified in the tender document.
- (f) Proposal is received after due date and time.
- (g) Proposal is not accompanied by all the requisite documents.
- (h) Information submitted is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- (i) Tenderer tries to influence the proposal evaluation process by unlawful/ corrupt/ fraudulent means at any point of time during the bid process.
- (j) In case any one party submits multiple proposals or if common interests are found in two or more tenderers, the tenderers are likely to be disqualified, unless additional proposals/ tenderers are withdrawn upon notice immediately. Tenderers may specifically note that while evaluating the proposals, if it comes to institute's knowledge expressly or implied, that some tenderers may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of three years from participation in any of the tenders floated by the Institute.
- (k) Any conviction of the bidder in court case/legal proceedings, tax evasion case.
- (l) The Bidder is under a declaration of ineligibility/ banned/ blacklisted by any State or Central Government/ any other Government Institutions in India for any reason as on last date of submission of the Bid.
- (m) Tenderers fails to deposit interest free Performance Security in demand RTGS/NEFT/draft/ pay order or fails to enter into a contract with the Institute within the stipulated period or within such extended period, as specified by Institute.

Dated:- _____.

Place:- _____.

Signature _____

Name:- _____

Address:- _____

Contract No:- _____

E-mail id:- _____

With Seal

Accepts all the terms & conditions of the Tender
Under hand and seal of the authorized person

Accepted

Signatures of the Bidder _____ (with his/her stamp)

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TENDER FOR EDIBLE OILS, GHEE, MILK AND MILK PRODUCTS ETC.

Annexure- V

Details about Bank Account of the firm who has deposited EMD

Name of the firm: _____

Sr. No.	Particulars	Detail
1.	Account No.	
2.	Name of Bank	
3.	Branch Name	
4.	IFSC Code of Bank	
5.	Name of Operator	

Dated:- _____.

Place:- _____.

Signature _____

Name:- _____

Address:- _____

Contract No:- _____

E-mail id:- _____

With Seal

Signatures of the Bidder _____ (with his/her stamp)

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TENDER FOR EDIBLE OILS, GHEE, MILK AND MILK PRODUCTS ETC.

Annexure- VI

TENDER/CONDITIONS ACCEPTANCE LETTER

Date:-----

To

**PRINCIPAL
INSTITUTE OF HOTEL MANAGEMENT
BATHINDA**

Subject: Acceptance of Terms & Conditions of Tender.

Dear Sir,

1. I/ We have downloaded the tender document(s) for the above mentioned 'Tender/Work' from the Institute website.

2. I / We hereby certify that I / we have read entire terms and conditions of the tender documents. (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your organization too has 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 / entirely.

5. In case any provisions of this tender are found violated, your organization shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against organization in satisfaction of this condition.

Yours Faithfully,

Signatures :- _____

Name:- _____

Address: - _____

Contact No:- _____

Signatures of the Bidder _____ (with his/her stamp)

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TENDER FOR EDIBLE OILS, GHEE, MILK AND MILK PRODUCTS ETC.

Annexure- VII

PRICE BID / FINANCIAL BID

Name of the Tenderer _____

“EDIBLE OILS, GHEE, MILK AND MILK PRODUCTS ETC”

S.No	Name of items	Name of Brands	Unit	Rate per pc. Including of freight and GST Charges.
1.	Amul Moti Milk	Amul 500ml pack	PKT	
2.	Khoya	Superior Quality, FSSAI Approved	KG	
3.	Refind Soyabean Oil	Fortune/Ginni/Dalda 1 Liter pack	PKT	
4.	Refind Soyabean Oil	Fortune/Ginni/Dalda 15 ltr Tin	TIN	
5.	Vanaspati	Dalda/Gagan 1 ltr pack	PKT	
6.	Mustard Oil	Fortune/Dalda/ 1 Liter Bottle	BOTTLE	
7.	Olive Oil	Figaro 200ml Tin	TIN	
8.	Salad Oil	Solar 500 ml Bottle	BOTTLE	
9.	Sesame Oil	Superior Quality, FSSAI Approved	LTR	
10.	Groundnut Oil	Gagan 1 Liter pack	LTR	
11.	Coconut Oil	Parachute edible 500ml Pack	BOTTLE	
12.	Butter Chiplets	Amul/Brittania/Verka (10chiplet pack)	PACK	
13.	Butter	Amul/Brittania/Verka 100 gm pack	PACK	
14.	Butter (white)	Superior Quality, FSSAI Approved 100 gm pack	PACK	
15.	Cheese Slices	Brittannia /amul 200 gm pack	PKT	
16.	Cheese Tin	Brittannia /Amul 400 gm Tin	TIN	
17.	Cheese Pizza (Mozerarella)	Amul 200 gm pack	PKT	
18.	Fresh Cream	Amul 1 liter Pack	PKT	
19.	Fresh Cream	Amul 250 gm Pack	PKT	
20.	Milk Powder	Nestle Everyday 400 gm Pack	PKT	
21.	Desi Ghee ½ KG	Verka/Nestle/Milkfood	PKT	

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TENDER FOR EDIBLE OILS, GHEE, MILK AND MILK PRODUCTS ETC.

		(500 gm)	
22.	Refined Oil (1 ltr pack)	Rice Bran	PKT
23.	Refined Oil (1 ltr pack)	Cotton seed oil	PKT
24.	Refined Oil (1 ltr pack)	Sunflower Oil	PKT
25.	Refined Oil (1 ltr pack)	Ground nut oil	PKT
26.	Refined Oil (15 ltr tin)	Rice Bran	TIN
27.	Refined Oil (15 ltr tin)	Cotton seed oil	TIN
28.	Refined Oil (15 ltr tin)	Sunflower Oil	TIN
29.	Refined Oil (15 ltr tin)	Ground nut oil	TIN
30.	Tin- Milkmaid	Nestle Milkmaid 400gm Tin	TIN
31.	Coconut Powder	Maggi Nestle 1 Kg pack	Pack
32.	Coconut Powder	Maggi Nestle 500 gms packing	Pack
33.	Coconut Milk	Real Thai, Dabur, Homemade 1 lts pack	Pack

- Note:- 1) The rates quoted should be inclusive of all taxes, levies, packing, transport, etc i.e F.O.R. Institute of Hotel Management , Bathinda basis.
- 2) The quality will be checked upon receiving the supplies by the Institute authority and the same will be rejected if not found as per order to the mark.

Yours Faithfully,

Signatures :- _____

Name:- _____

Address: - _____

Contact No:- _____

Signatures of the Bidder _____ (with his/her stamp)