

DEPARTMENT OF DIETETICS
JAWAHARLAL INSTITUTE OF POSTGRADUATE MEDICAL EDUCATION AND RESEARCH
PUDUCHERRY – 6
(Institution of National Importance under the Ministry of Health & Family Welfare, Govt. of India)

No.JIP/DIET/AT/2024-25

Dated: 03/07/2024

TENDER NOTICE

Sub: Supply of Fruits for the year 2024-25

Sealed tenders are invited for the supply of Fruits to the department of dietetics for the period from 1st Sep 2024 to 31st Aug 2025.

- | | | |
|---------------------------------------|---|---|
| 1. Scope of work | : | Annual contract for supply of Fruits to the Department of Dietetics, JIPMER. |
| 2. Value of tender | : | Annual Approximate Cost Rs.42.00 Lacks |
| 3. Duration of the contract | : | One year from date of award. It may be extended for the period of 4 months with the same terms and conditions. And may be extended further up to one-year subject to satisfactory performance with willingness of both the parties with same rates, terms & conditions. |
| 4. Last date of receipt of the tender | : | 12.00 Noon on 01 Aug 2024 |
| 5. Date of opening of Tender | : | 03.00 PM on 01 Aug 2024 |
| 6. Address for receipt of Tender | : | The Director,
JIPMER, Puducherry – 605 006. |
| 7. Earnest Money Deposit | : | Rs. 84,000/- as EMD shall be paid through SBI collect only.
The EMD shall be returned to the non-successful tenders after acceptance of award of contract to the successful tenderer. |

* Bidders have to submit physical copy of proof of payment of EMD through SBI collect only or documentary proof for EMD exemption within the above mentioned date and time

NOTE:

1. The bid should be submitted in a sealed envelope superscribed **“TENDER FOR THE SUPPLY OF FRUITS FOR THE PERIOD FROM 1st Sep 2024 to 31st Aug 2025”**.
2. The tender should be addressed to **“THE DIRECTOR, JIPMER, PUDUCHERRY”** and the sealed envelope should be addressed to **“THE OFFICER IN CHARGE, Department of Dietetics, JIPMER, Dhanvanthri Nagar, Puducherry – 605 006.”**
3. **The vendor has to furnish the complete postal address including valid E-mail id, phone numbers and mobile numbers on the envelope as well as in the tender document for future correspondence if any.**

PROFILE OF THE BIDDER

Sl. No.	Description	
1	Name of Tendering Company/Firm	
2	Name of the Owner/Partners/Directors	
3	Full particulars of Office/Shop	
4	Address	
5	Telephone No./Fax, Email Address	
6	Full particulars of the Bankers of Company/Firm, with full Address/Tel. No. 1. Name of the Bank 2. A/c No. 3. Branch 4. IFSC Code 5. Telephone No. 6. Email address	
7	PAN/GIR No.	
8	GST Registration No.	

Signature of the owner/Managing
Partner/Director

Name:

Seal :

Date:

Place:

**PRICE BID FOR THE SUPPLY OF FRUITS
FOR THE DEPARTMENT OF DIETETICS, JIPMER, PUDUCHERRY – 605 006
FOR THE YEAR 1st Sep 2024 to 31st Aug 2025**

To
**THE DIRECTOR
JIPMER, PUDUCHERRY – 605 006**

Sub: Submitting the quotation for the supply of Fruits for the year
1st Sep 2024 to 31st Aug 2025– reg.
Ref: Tender Notice No.JIP/DIET/AT/2024-25 Dt. 03/07/2024

Sir,

As per the reference cited above, we are quoting our valuable price for the fruits given in the list.

List of items:

Sl. No.	Item	Unit	Willingness % of discount for all five items(Percentage of discount to be quoted is to be same for all the five items)	Per day requirement	Annual estimated quantity
1	Sweet Lime (Not less than 150 gms each)	Per Kg.		900 Nos. (150 Kgs)	3,20,000 Nos. (50,000 Kgs)
2	Banana Yellow (Poovam) (100 gms and 80 gms each)	Per No.		850 Nos.	5,00,000 Nos.
3	Sour Lime Yellow (Not less than 50 gms each) (Lemon)	Per No.		100 Nos.	40,000 Nos.
4	Orange (not less than 150 gms each)	Per Kg.		900 Nos. (150 Kgs)	45,000 Nos. (7,000 Kgs)

Note: Need not mention rate for any item. Just mention only the percentage of discount, in the statistical rate given by the directorate of economics and statistic department, Government of Puducherry.

➤ **Percentage of discount to be quoted is to be same for all the four items.**

Signature of the owner/Managing
Partner/Director

Name:

Seal :

Date :

Place:

Scope of Work: Supply of Fruits for the department of Dietetics, JIPMER, Puducherry, for the period from 1st Sep 2024 to 31st Aug 2025 with the General Conditions of contract mentioned in the tender conditions.

CHECK LIST FOR SUBMISSION OF TENDER

(To be filled by the tenderer and submitted along with the bid)

Sl. No.	Particular	Yes / No
1	Tender Form (complete tender document) duly signed and stamped	
2	E.M.D. SBI Collect receipt/ or Those exempted from submission of EMD must submit certificate issued by Micro and small enterprises (MSEs) as defined in MSE procurement policy issue by department of Micro, Small and Medium enterprises (MSME)	
3	Copy of Supply orders/Completion certificate in support of Eligibility condition 1 and 2	
4	Copy of PAN Card	
5	Copy of Valid registration of the agency/firm under Shop & Establishment Act	
6	Copy of last three years Income Tax Return statement with assets and liabilities, income and expenditure balance sheets & Profit & Loss A/c i.e.2020-21, 2021-22 and 2022-23	
7	Copy of GST Registration Certificate	
8	Authorization letter for signing tender documents if other than the Owner, Partner, Managing Director.	
9	Declaration as per Annexure I	
10	Copy of the Bidder of a company/firm engaged in supply of fruits on a regular basis to a Hospital / Govt. Office / Govt. Canteen / PSU Canteen on engaged in preparing and providing food for students/ patients/officers/throughout the year of contract in India.	
11	The bidder should have successfully completed the following works in the last 7 years. One similar nature of work of value not less than 34 Lakhs over the period of one year / Two similar nature of works of value not less than 21 Lakhs over the period of one year or Three similar nature of works of value not less than 12 Lakhs over the period of one year	
12	The bidder must have an average annual turnover of Rs.20,00,000/- (Rupees twenty lakhs only) each during the last three financial years i.e. 2020-21, 2021-22, 2022-23 .	
13	The bidder must to submit the undertaking that he is having warehouse in Puducherry/Tamil Nadu or should open and maintain a warehouse in Puducherry/Tamil Nadu within a 100 km radius from JIPMER after award of order.	
14	Copy of Micro and Small Enterprises (MSEs) certificate / Medium Enterprises (MSME) or with National Small Industries Corporation, of its valid registration details (with JIPMER, MSME or NSIC, as the case may be)	
15	Any other document(s) enclosed (To be specified)	

I/We certify that the information furnished above is true and correct. The terms and conditions are acceptable to us and have the authority to bid a tender.

Signature of the owner/Managing
Partner/Director

Name:

Seal :

Date :

Place:

DECLARATION

On non-Judiciary stamp paper of Rs.100/-

NAME OF WORK: TENDER FOR SUPPLY OF FRUITS FOR THE DEPARTMENT OF DIETETICS, JIPMER, PUDUCHERRY – 605006

FOR THE PERIOD FROM 1st Sep 2024 to 31st Aug 2025

Dear Sir,

1. I / We _____ hereby submit the tender application for the above mentioned works.
2. I /We hereby declare that I/we have perused and understood the tender document and accept all the terms and conditions, stipulated by JIPMER in connection with the tender for supply of fruits for Dietetics Department, JIPMER, Puducherry for a period of one year.
3. I/we confirm that all cuttings and over-writings have been deleted and re-written afresh and initialed wherever required.
4. Each and every page of the tender document has been signed and seal/stamp of the firm/Agency/Company affixed.
5. Firm/Agency/Company has not been blacklisted / debarred by any government / public sector organization in last 7 years.

Signature of the owner/Managing
Partner/Director

Name:

Seal :

Date :

Place:

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

TERMS & CONDITIONS OF TENDER

1. Estimated tender value: - Rs.42,00,000/- (approx.) (Rupees forty-two lakhs only) for 12 months.
2. Period of contract: The contract shall initially be for a period of 12 months it may be extended for the period of 4 months with same terms and condition and may be extended further for a period up to one-year subject to satisfactory performance, on the same terms and conditions on acceptance of both the parties. The rates approved shall remain unchanged during the period of contract.
3. Earnest Money Deposit: Rs.84,000/- (Rupees Eighty-four thousand only) to be deposited, through SBI collect only. No other form of payment such as demand draft or cheque is acceptable
4. The registered vendors of JIPMER are not exempted (except MSMEs) for EMD as per JIPMER purchase manual.
5. Bidders who are claiming exemption of EMD should submit the copy of exemption certificate.
6. Last date of submission: Last Date for submission of the tender is on or before **01 Aug 2024 at 12.00 Noon.**
7. Date of opening the tender: The tender will be opened on **01 Aug 2024 at 03.00 PM.**
The tender shall be opened in presence of the bidders who choose to be present during opening of bids at the Department of Dietetics, JIPMER
8. **The Sealed Tender documents should be dropped in Tender collecting box kept in the Senior Dietician Room, Dietetics Department, JIPMER, between 9.00 A.M to 4.00 P.M. Sealed Tender documents submitting by hand is not accepted**
9. Pre-Bid Meeting: A pre-bid meeting shall be held on **09 July 2024 at 02.30 PM** in the Institute Council room, JIPMER.
10. **Supply of Fruits: The supply of Fruits should be in Daily basis as per our requirement.**
11. **Any addendum and corrigendum will be published in CPP portal and JIPMER website only.**

Eligibility conditions of bidders:

1. The bidder should be a company/firm engaged in supply of Fruits for Hospital / Govt. Office / Govt. Canteen / Pvt. Canteen. On a regular (**Daily**) basis through the year of contract in India for at least three years, during last seven years, till publishing of this tender.
 - (a) The bidder should enclosed a copy of completion certificate for one year of contract of supply of items to a company/firm engaged in supply of Fruits for Hospital / Govt. Office / Govt. Canteen / PSU Canteen.
2. The bidder should have successfully completed the following works in the last 7 years.
 - a) One similar nature of work of value not less than 34 Lakhs over one-year period.
or
 - b) Two similar nature of works of value not less than 21 Lakhs over one-year period.
or
 - c) Three similar nature of works of value not less than 12 Lakhs over one-year period.
3. The bidder must have an average annual turnover of Rs.20,00,000/- (Rupees twenty lakhs only) each during the last three financial years i.e. 2020-21, 2021-22, 2022-23 .

4. The bidder must have its warehouse in Puducherry/Tamil Nadu or should open and maintain a warehouse in Puducherry/Tamil Nadu within a 100 km radius from JIPMER, after award of order/contract.

INSTRUCTIONS FOR THE BIDDER

1. Tender form shall be completed in all respect. Incomplete tenders form shall be treated as invalid.
2. Bidders have to ensure that all the documents are properly filled.
3. The Competent Authority of JIPMER reserves the right to accept or reject (fully or partially) any tender or all tender without assigning any reason.
4. Conditional tenders are liable to be rejected.
5. **The successful bidder shall have to deposit an amount 3% of the annual approximate cost as Performance Security Deposit (PSD) within two weeks after award of contract, by way of SBI Collect payable at Puducherry in favour of “The Accounts Officer, JIPMER, Puducherry”.**
6. Bids received and found valid will be evaluated by JIPMER to ascertain the complete work/services under the specification and documents. The bidder should take care to submit all the information sought by JIPMER in prescribed formats.
7. Incomplete, conditional telephonic bids or tenders submitted after the due date and time will not be considered and summarily rejected. No grounds whatsoever for late submission shall be entertained such as, but not restricted to, postal, train or flight delays, strikes or agitations of any nature etc. Vendors are, therefore, advised to submit their bids well on time.
8. **The bidder should quote for all the items mentioned in the list, partially quoted quotations will not be accepted.**
9. **The rate will be as per the statistical rate given by the directorate of economics and statistic department Government of Puducherry or the discounted rate quoted by the vendor whichever is lower. For the items that not covered by the directorate of economics and statistic department the prevailing market rate with discount will be accepted.**
10. **The vendor who quotes the highest percentage of discount from the directorate of economics and statistic rate given by the Government of Puducherry will be selected. The vendor need not mention the rates for each items.**
11. The bidder must to submit the **undertaking** that he is having warehouse in Puducherry/Tamil Nadu or should open and maintain a warehouse in Puducherry/Tamil Nadu within a 100 km radius from JIPMER after award of order.

Earnest Money Deposit (EMD)

1. Pursuant to Tender terms and conditions clause 3, 4 and 5 the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 6 below.
2. The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation, shall be eligible for exemption from EMD. In case the tenderer falls in this category, it should furnish copy of its valid registration details (with MSME or NSIC, as the case may be).

3. The registered vendors of JIPMER are not exempted (except MSMEs) for EMD as per JIPMER purchase guidelines. In case the tenderer falls in this category, it should furnish copy of its valid registration details.
4. The earnest money shall be denominated in Indian Rupees only and paid through SBI collect only.
5. The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender.
6. Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
7. Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
8. **Bidders who are claiming exemption of EMD should submit the copy of exemption certificate.**

AWARD OF WORK:

- a. The selection of the agency will be at the sole discretion of the JIPMER who reserves its right to accept or reject any or all the proposals without assigning any reason thereof.
- b. The contract for supply of fruits for Department of Dietetics shall be awarded to the lowest tender.
- c. Upon evaluation of offers the decision on the award of contract will be intimated to the successful bidder.

GENERAL CONDITIONS OF CONTRACT

1. All the items supplied by the successful tenderer should be of good quality and neatly packed.
2. If any fruit is found substandard in the terms of that product packaging and at the time of use, the told quantity mentioned in supply order is to be replaced including consumed items without any extra cost to the hospital immediately failing no payment will be made for the quantity already consumed.
3. The bidder would be wholly responsible for the supply of fruits to kitchen of Dietetics Department, JIPMER without any extra charges and to deposit them safely in the appropriate place in the Dietetics Department.
4. Statutory documentation such as Sales Tax/VAT/GST etc., are the sole responsibility of the supplying agency/firm.
5. The bidder at all times should indemnify JIPMER against all claims, damages or compensation under various statutory provisions.
6. In case of breach of any terms and conditions of the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by JIPMER besides annulment of the contract.

7. Indent will be issued to the agency/firm daily for the items as required, by the department of dietetics.
8. Indent should be executed by the agency/firm within the stipulated time mentioned in the indent. In case the indent is not executed satisfactorily within the stipulated time the institution reserves the right to purchase the item from any other sources including open market and recover the difference in cost from the firm including from performance security, unpaid bills and any other amounts due to the vendor, besides initiating other legal action for recovery of the money. In addition a penalty of @25 % cost of supply per occasion shall be imposed. In case there is default in supply for more than two occasion then the contract will be terminated and it will be awarded to the next lowest firm as mentioned in the “**Risk Clause**”
9. **The rate will be as per the statistical rate given by the directorate of economics and statistic, Government of Puducherry or the discounted rate quoted by the vendor whichever is lower. For the items that not covered by the directorate of economics and statistic department the prevailing market rate with discount will be accepted.**
10. **The vendor who quotes the highest percentage of discount from the statistical rate given by the directorate of economics and statistic department, Government of Puducherry will be selected. The vendor need not mention the rates for each items.**

PAYMENT PROCEDURE:

Payment will be considered on monthly basis. The contractor shall submit bill in triplicate after **statistical rate given by the directorate of economics and statistics department, Government of Puducherry** of each month in a prescribed format. Bill must be raised based on the rate quoted in tender.

After submission of monthly bill complete in all respect by the contractor every effort shall be made to ensure that the payment will be made within 60 days of submission of error free bill.

No advance payment will be considered.

TDS will be deducted as per provision of Income Tax Act, GST Acts and other statutes as relevant.

LIQUIDATED DAMAGES:

Whenever and wherever it is found that the supply of items by the supplying agency is not up to the mark, it will be brought to the notice of the agency and agency is responsible to replace the item immediately. If it is not replaced within the stipulate time the Institution shall buy the item from any other sources including open market and recover the difference in cost from the firm including from performance security, unpaid bills and any other amounts due to the vendor, besides initiating other legal action for recovery of the money. In addition a penalty of @25 % cost of supply per occasion shall be imposed. In case these is default in supply for more than two occasion and it will be awarded to the next lowest firm as mentioned in the “**Risk Clause**”. The decision of Director JIPMER shall be final, in this regard.

RISK CLAUSE:

The contractor shall at all times have standby arrangements for carrying out the work under the contract, in case of any failure of the existing arrangements. JIPMER reserves the right for termination of the contract at any time by giving 30 days written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected bidders at the cost, risk and responsibilities of contractor and excess expenditure incurred on account of this will be recovered by JIPMER from the contractor's Security Deposit or pending bills or by raising a separate claim. During the notice period the supplier shall continue the supply. Likewise the vendor is unable to continue the supply for valid reason, and therefore, the supplier wishes to terminate the supply. They need to provide a 60 days prior written notice, and extend the supply until the department of dietetics selects another new supplier.

MISCELLANEOUS CONDITION

All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the department. In the event of loss/damage of the item at the premises of the department premises due to negligence/carelessness of contractor staff, then the contractor shall compensate the loss to JIPMER.

TERMINATION CLAUSE:

During the period of agreement if it is found that the agency is not providing proper services or charging by fraudulent manner or otherwise, the JIPMER reserves rights to forfeiture the security deposit made by the vendor or part thereof and agreement will be terminated after giving 90 days' notice. Furthermore, in such situations, tender can be allotted to second lowest bidder and the difference in cost shall be recovered from the earlier vendor who is breach of the contract. JIPMER may also terminate the contract without notice in case of fraudulent or criminal action on the part of the contractor besides such other legal and punitive action as deemed appropriate by the Director.

1. Termination for default

1. The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser /Consignee pursuant to GCC sub-clauses 21.3 and 22.4.

In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub- clause 23.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement during the entire originally intended period of contract.

2. Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

2. Termination for insolvency

1. If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and /or will accrue thereafter to the Purchaser/Consignee.

3. Force Majeure

1. Not with-standing the provisions contained in GCC clause 21, 22 and 23, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
2. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
3. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
4. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
5. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

4. Termination for convenience

- 4.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee's) convenience, by serving written notice of 90 days on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective. Similarly, the supplier can terminate the contract by giving a notice of 90 days to the purchaser. The notice shall specify that this is for the convenience of the supplier. Provided the termination takes effect after proper notice as mentioned in the clause no penalty shall be imposed on the supplier

Jurisdiction of the courts

Jurisdiction of the courts for settlement of disputes: - Jurisdiction for the settlements of disputes if any is Puducherry only.

In above mentioned conditions Director JIPMER reserves all the rights.

**For Director
DEPARTMENT OF DIETETICS
JIPMER, Puducherry – 605 006**

LIST OF ITEMS TO BE SUPPLIED

Sl. No.	Item	Unit	Per day requirement	Annual estimated quantity
1	Sweet Lime (Not less than 150 gms each)	Per Kg.	900 Nos. (150 Kgs)	3,20,000 Nos. (50,000 Kgs)
2	Banana Yellow (Poovam) (100 gms and 80 gms each)	Per No.	850 Nos.	5,00,000 Nos.
3	Sour Lime Yellow (Not less than 50 gms each) (Lemon)	Per No.	100 Nos.	40,000 Nos.
4	Orange (not less than 150 gms each)	Per Kg.	900 Nos. (150 Kgs)	45,000 Nos. (7,000 Kgs)

For Director
DEPARTMENT OF DIETETICS
JIPMER, Puducherry – 605 006