

Expression of Interest

SPORTS (Lakshadweep Tourism), UT of Lakshadweep, Kavaratti invites Expression of Interest (Eol) from the experienced and competent Suppliers or their Authorized Agents for empanelment as Registered Supplier as detailed below.

Name of Work	Empanelment as Registered Supplier for supply of Soft drinks, Juice items, Milk products, Bottled drinking water, etc. to SPORTS (Lakshadweep Tourism) for a period of one year with provision for extension
Fee/ Cost of Eol Form	Rs.500/-+GST
Eol Document available from	18.09.2023 at 10:00 AM
Eol Document available up to	09.10.2023 at 03:00 PM
Last date & Time for submission of Eol	09.10.2023 at 03:00 PM
Opening of Eol	10.10.2023 at 03:00 PM

Eol Document containing detailed terms & conditions and goods required can be downloaded from the website www.lakshadweeptourism.com & www.samudram.utl.gov.in. Suppliers willing to participate in the EOI shall visit the website www.lakshadweeptourism.com & www.samudram.utl.gov.in for updated information.

For any help/ query, please contact representative of the Department through email agmsportskochi@gmail.com or Telephone +919447047799 (Mr.Ismail).


Managing Director (SPORTS)
Lakshadweep Tourism
Kavaratti
प्रबंध निदेशक / Managing Director
स्पोर्ट्स (लक्षद्वीप पर्यटन)
SPORTS (Lakshadweep Tourism)
यू टि ऑफ लक्षद्वीप / UT of Lakshadweep
कवरत्ती / Kavaratti-682 555

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TERMS AND CONDITIONS

Managing Director (SPORTS), Lakshadweep Tourism, Kavaratti invites Expression of Interest (Eoi) from the experienced and competent Suppliers or their authorized agents for empanelment as Registered Supplier for supply of Soft drinks, Juice items, Milk products, Bottled drinking water, etc. to SPORTS (Lakshadweep Tourism) for a period of one year with provision for extension subject to the terms & condition of this Eoi Document.

TERMS AND CONDITIONS

1. Name of Work

1.1. Name of work is "empanelment as Registered Supplier for supply of Soft drinks, Juice items, Milk products, Bottled drinking water, etc. to SPORTS (Lakshadweep Tourism) for a period of one year with provision for extension".

2. Definitions

2.1. Purchaser/ Department means Managing Director (SPORTS), Kavaratti or his any subordinate or his any authorized representative obtaining the service.

2.2. Participant means any individual/ organization/ agency participating in this Eoi.

2.3. Successful Participant means participant selected to execute the contract as Registered Supplier as per this Eoi.

2.4. Registered Supplier means successful participant with whom Contract Agreement has been executed to work as per this Eoi document.

3. Scope of Work

3.1. Registered Supplier shall be responsible to submit financial bid on monthly basis for the Soft drinks, Juice items, Milk products, Bottled drinking water, etc.

3.2. Registered Supplier shall be responsible for supply of Soft drinks, Juice items, Milk products, Bottled drinking water, etc. to SPORTS (Lakshadweep Tourism) as per the confirmed supply order issued on monthly basis subject to the terms & conditions of this Eoi document.

4. Availability of Eoi documents

4.1. Eoi documents shall be available in the official website of Lakshadweep Administration viz. www.lakshadweeptourism.com.

4.2. SPORTS (Lakshadweep Tourism) reserves all rights to change/ alter/ modify any of the conditions of this Eol Document or to cancel this Eol and any such change/ alteration/ modification or cancellation of Eol shall be updated in the above website. Hence participants shall regularly watch the above website for updated information.

5. Time Schedule for Eol

5.1. Time schedule for obtaining Eol documents, submission of Eol and opening of Eol is as follows.

S.No.	Particular	Date	Time
1	Eol Document available for downloading from	18.09.2023	10:00 Hrs
2	Eol Document available for downloading up to	09.10.2023	15:00 Hrs
3	Last date & Time for submission of Eol	09.10.2023	15:00 Hrs
4	Date & Time of Eol opening	10.10.2023	15:00 Hrs

5.2. If the Eol opening date given above falls to be a holiday, the opening of Eol shall be held on the next working day.

6. Pre-Qualification Criteria for Participants

6.1. Registration/ License for Transaction: - Participant shall be a registered individual/ organization/ company with the Central Government or any of the State/ UT Government and shall have a valid license/ authority for supply of the goods indented in this Eol document. Copy of valid Registration Certificate/ License shall be submitted along with the Eol.

6.2. Goods & Service Tax Registration: Participant shall be registered with Goods & Service Tax Department of the Central Government or any of the State/ UT Government and shall have a valid GST Number. Copy of valid GST Registration Certificate shall be submitted along with the Eol.

6.3. Income Tax Registration: Participant shall be registered with Income Tax Department of the Central Government and shall have a valid PAN/ TIN Number. Copy of valid PAN/ TIN Card shall be submitted along with Eol.

6.4. Financial capability: Participant shall be financially capable to undertake the contract of this Eol. Average financial transaction of the participant during last three financial years shall be more than Rs.5 Lakh. Participant shall submit along with Eol copy of any of the following documents.

- (i) Audit Statement or Auditor's Certificate showing the financial transactions of the participant during last three financial years.
- (ii) Bank Passbook/ Statement and Self-Declaration certifying the amount of financial transactions of the participant during last three financial years.

6.5. Not to be a blacklisted/ debarred party: Participant shall not be either blacklisted or debarred by Central Government or any of the State/ UT Government. A self declaration to this effect shall be submitted along with Eol.

6.6. Adhere with Eol conditions: Participant shall adhere with all the terms & conditions of this Eol document. If any deviation is suggested it shall be spelt out clearly. A self declaration to this effect with deviations, if any, shall be submitted along with Eol.

7. Fee/ Cost of Eol Form

7.1. Fee/ Cost of Eol is Rs.500/- (Rupees Five Hundred) only + GST.

7.2. Each Participant shall remit Fee/ Cost of Eol Form to the Bank Account of Purchaser/ Department.

7.3. Copy of Bank Remittance Slip of Cost of Eol Form shall be attached with the Eol.

7.4. Participant who are exempted from payment of Tender Fee/ Cost of Tender Form shall submit the documentary evidence to that effect.

7.5. Fee/ Cost of Eol Form once remitted by the participant shall not be refunded under any circumstances.

7.6. Eol without Fee/ Cost of Eol Form, submitted by the participants, who is not exempted from payment of Tender Fee/ Cost of Tender Form shall be summarily rejected.

8. Eol System/ Mode for submission of Eol

8.1. The Eol is invited in Single Bid System.

8.2. Format for submission of Eol is attached as Annexure-A (Address of Participant, Cost of Eol Form & EMD, Pre-Qualification Criteria for Participant, etc.). Eol as per Format Annexure-A shall be properly filled with enclosures and submitted along with the Eol.

8.3. To qualify in the Technical evaluation, the Participant should have the minimum eligibility criteria as mentioned under "Pre-Qualification Criteria for Participant" section.

8.4. The Eol should be submitted in sealed cover superscribed as "**Eol for Empanelment as Registered Supplier for supply of Soft drinks, Juice items, Milk products, Bottled drinking water, etc. to SPORTS (Lakshadweep Tourism) for a period of one year with provision for extension**".

8.5. Eol should be addressed to:

The Assistant General Manager (SPORTS),
Lakshadweep Office, Indira Gandhi Road,
Willington Island, Kochi-03.

- 8.6. Unsealed Eol shall not be entertained
- 8.7. Each participant shall submit only single Eol. If more than one Eol is submitted, all the Eol of concerned participant shall be summarily rejected.
- 8.8. Any Eol received after the specified time and date for submission of Eol shall be rejected.
- 8.9. Enclosures submitting along with the Eol shall be serially page numbered and page number of the enclosure shall be specified in the respective column of Annexure-A.
- 8.10. Eol submitted by any other means shall not be considered.
- 9. Earnest Money Deposit (EMD)**
- 9.1. EMD for this Eol is Rs.10,000/- (Rupees Ten Thousand) only
- 9.2. EMD shall be submitted by means of bank remittance to the Bank Account of purchaser/ Department. Copy of Remittance Slip shall be attached with the Eol.
- 9.3. EMD of unsuccessful participant shall be released/ refunded after finalization of the Eol.
- 9.4. EMD of successful participant shall be released/ refunded only after receipt of Performance Guarantee/ Security Deposit and execution of contract agreement as per this Eol document.
- 9.5. EMD shall not bear any interest under any circumstances and participant shall not have any right to claim interest on EMD.
- 9.6. EMD of successful participant, who fails to submit Performance Guarantee/ Security Deposit or execute agreement as per this Eol document shall be forfeited and remitted into Government account.
- 9.7. Purchaser/ Department reserves all rights to realize any sum of amount from the EMD as Liquidated Damage/ Penalty to be charged from the participant as per this Eol document.
- 10. Opening of Eol**

10.1. Eol shall be opened by Eol Opening Committee duly constituted by the Purchaser/ Department.

10.2. Eol shall be opened in the Chamber of Assistant General Manager (SPORTS), Lakshadweep Office, Willingdon island, Kochi on the date & time mentioned above.

10.3. Eol shall be opened in the presence of participants or their authorized representatives, who present at the place, date & time of opening.

11. Evaluation of Eol

10.1. There shall be Tender Evaluation Committee (TEC) constituted by Purchaser/ Department for evaluation of the Eol.

10.2. Technical aspects shall be evaluated and those who qualify in the Technical aspects shall only be considered for empanelment as Registered Supplier.

10.3. In the Technical aspects evaluation, Participants Qualification shall be evaluated. Participants shall qualify all the criteria prescribed under the clause Participant's Qualification in this Eol document. Those, who do not qualify any of these qualifications in full or in part, shall not be considered.

10.4. TEC reserves all rights to ask the participants to submit any missing documents or ask clarification on the documents already submitted from the participants so as to avoid disqualifying any participants due to meager negligence. But TEC shall exercise this right impartially, only if there is sufficient reasons to do so, to protect the interest of the Government.

12. Letter of Intent (LOI)

12.1. After finalization of the Eol, Purchaser/ Department will issue Letter of Intent (LOI) to the successful participants by registered post and email. A copy of the same will also be published in the official website of SPORTS (Lakshadweep Tourism).

12.2. Successful participants, within 15 days from date of issue of LOI through email, shall submit the Contract Agreement in the format attached with LOI after appending signature of the participant.

12.3. If the successful participant fails to submit the duly signed Contract Agreement within the stipulated timeframe, it shall be considered that the participant is withdrawn from the Eol and consequential action shall be initiated against the participants.

13. Performance Guarantee/ Security Deposit (PG/ SD)

13.1. Successful participant shall submit Rs.25,000/- (Rupees Twenty Five Thousand) only as Performance Guarantee/ Security Deposit.

13.2. PG/SD shall be submitted by means of bank remittance to the Bank Account of Purchaser/ Department. Copy of Remittance Slip shall be attached with the Contract Agreement.

13.3. PG/ SD of the participant shall be released only after completion of all contractual obligations as per this Eol document & Contract Agreement.

13.4. PG/SD shall not bear any interest under any circumstances and participant shall not have any right to claim interest on PG/SD.

13.5. PG/SD of the participant, who fails to comply with the conditions of Eol document, Contract Agreement and Supply Order shall be forfeited and remitted into Government account.

13.6. Purchaser/ Department reserves all rights to realize any sum of amount from the PG/SD as Liquidated Damage/ Penalty to be charged from the Registered Supplier as per this Eol document.

14. Contract Agreement

14.1. Successful participant shall execute a contract agreement with Purchaser/ Department for carryout of the work mentioned in this Eol.

14.2. Agreement shall be executed in Rs.100/- stamp paper and cost of stamp paper shall be borne by the participant.

14.3. Agreement shall be signed by the participant. Agreement duly signed by the participant shall be forwarded to Purchaser/ Department for signature by the representative of SPORTS (Lakshadweep Tourism).

14.4. Date of signature of agreement by the representative of Purchaser/ Department shall be considered as date of execution of agreement.

15. Financial Bid

15.1. After execution of agreement, financial bid in the format given at Annexure-B along with tentative quantity will be invited through email from the Registered Suppliers by 2nd last week of each month for supply of Soft drinks, Juice items, Milk products, Bottled drinking water, etc. during next month.

15.2. All the Registered Suppliers shall submit the financial bid in the prescribed format through the email of the purchaser within three days.

15.5. Financial Bids of the Registered Suppliers shall be evaluated and L1 shall be determined on the basis of total of amount for all the items i.e. total amount of arrived on

the basis of quantity required for the month multiplied with rate quoted for the item by the Registered Supplier.

15.6. Result of Financial Bid evaluation shall be published in the website and communicated to the Registered Suppliers through email.

16. Purchase Policy & Confirmed Supply Order

16.1. 60% of the quantity required for each month shall be procured from the L1 Registered Supplier and remaining 40% shall be procured from L2 & L3 Registered Supplier at L1 rate. If L2 and/or L3 Registered Supplier is not willing to supply at L1 rate, it shall be procured from L4, L5, etc. or from the L1 Registered Supplier as per discretion of the Purchaser/ Department.

16.2. Confirmed supply order for the quantity required at each stage during the month shall be issued to the Registered Suppliers as above and the Registered Supplier shall be responsible to supply the goods as per supply order.

17. Validity of Contract

17.1. Contract shall be valid for a period of one year from the date of execution of contract agreement.

17.2. Registered Supplier shall be responsible for supply goods on the terms & conditions during the validity period of contract.

17.3. Contract period can be extended on mutual consent basis.

18. Delivery of goods

18.1. Place of Delivery: Goods intended in the supply order shall be delivered to Assistant General Manager (SPORTS), Lakshadweep Office, Indira Gandhi Road, Willington Island, Kochi-03 either directly or by post/ courier. All costs of transportation, incidental charges and loading & unloading charges up to the place delivery shall be borne by the Registered Supplier.

18.2. Delivery Period: Goods intended in the supply order shall be delivered within two days from the date of issue of confirmed supply order. Delayed supply, except under force majeure conditions, shall attract the Liquidated Damages clause of this EoI document.

18.3. Undue Delay: If the delay in delivery, except under force majeure conditions, exceeds two times of the allowed delivery period, SPORTS/ LTDC/ Department of Tourism Development reserves the right to reject such undue delayed goods and also to cancel that supply order and/or cancel the contract as a whole.

18.3. Packing: Goods intended in the supply order shall be packed well so as sustain from any damages during transit. Damaged goods shall not be accepted and shall be rejected.

18.4. Registered Supplier shall be responsible to clear the rejected goods from the premises of delivery place at their own cost within two days of issue of rejection notice. Delay/ Non-clearing the rejected goods shall attract the Liquidated Damages clause of this Eol document.

19. Shelf life of goods

19.1. In case of goods having shelf life, minimum $\frac{3}{4}$ of its shelf life shall be remained on the date of delivery of the goods. For example, if one good which is having shelf life of 4 months shall have left with at least 3 months of shelf life on the date of delivery of the goods.

19.2. Goods received without minimum balance of shelf life as stipulated above shall be rejected. However, Purchaser/ Department reserves rights to accept any such goods without minimum balance of shelf life as stipulated above under special circumstances.

20. Quality of goods

20.1. Goods supplied shall meet all the standard norms of quality for that goods prescribed by the concerned Government authority.

20.2. Purchaser/ Department reserves all rights to verify the quality of goods supplied by supplier by sample testing through any Government approved agency.

20.3. If it happens to be came to the notice at any point of time that the goods supplied are of substandard quality a notice will be issued to the supplier to provide documentary evidence to prove the quality of goods supplied within 15 days from the issue of such notice. All costs of such quality test on the basis of such notice shall be borne by the Registered Supplier.

20.4. If the Registered Supplier fails to prove the quality within the stipulated timeframe, payment for such substandard goods shall not be released.

21. Force Majeure

21.1. Delay from the side of Registered Supplier for execution of any of the conditions of this Eol document & contract agreement under force majeure conditions like natural calamities, any other similar situations, etc. shall be condoned subject to proper justification furnished by the Registered Supplier in due course of time. However, the decision of Purchaser/ Department shall be final.

22. Penalty/ Liquidated Damages

22.1. LD for delay in supply: If the supply of goods is delayed beyond the time schedule stipulated in this EoI, an amount equal to 0.5% per week or part thereof of the cost of delayed goods will be charged as Liquidated Damages subject to a maximum of 10% cost of delayed goods. If supply order was placed for supply of 100 Nos. of goods @ Rs.10 per goods and the supplier supplied only 80 goods within the stipulated date, then LD @ 0.5% on cost of delayed goods (20 x 10 = 200) i.e. Rs.1 per week will be deducted as LD subject to maximum of Rs.20.

23. Payment Terms

23.1. Registered Supplier shall submit the invoice for the goods supplied along with the goods at the time of delivery for verification and due certification of the acceptance by the officer appointed for the purpose by Purchaser/ Department.

23.2. Payment shall be released after successful delivery & its acceptance of full quantity of all goods as per supply order. Payment due for each supplier order shall be released in single payment and part payment for one supply order will not be made.

23.3. Payment shall be released after deducting/ adjusting the Liquidated Damages/ Penalty, TDS and any other dues due to the Government.

24. TDS

24.1. TDS on Income Tax and/or GST at the prevailing rate as per rules shall be deducted from the payment, for which TDS Certificate as per prevailing rules shall be issued.

25. Taxes

26.1. Rate quoted should be inclusive of all Taxes and no additional amount on account of tax will be paid over & above the quoted rate.

26. Arbitration

26.1. The EoI, supply order and agreement to be executed shall be governed by Indian Laws.

26.2. In the event of any dispute or difference between the parties hitherto, such dispute or difference shall be resolved amicably by mutual consultation or through the good office of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be appointed by the Chairman, SPORTS, Lakshadweep Tourism, Kavaratti. The award of the arbitrator shall be binding upon the parties to the dispute. Provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to appropriate authority in Kavaratti, UT of Lakshadweep

whose decision shall bind finally and conclusively. The arbitration shall be carried out in English language.

27. Jurisdiction

27.1. The dispute, if any, between the parties shall be settled at District & Sessions Court, Kavaratti, UT of Lakshadweep and contract shall be interpreted under Indian laws.

28. Termination Contract

28.1. Violation of any of the conditions of Eol document or supply order or agreement to be executed shall entail cancellation of Eol/ contract and initiate legal action against the participant including the blacklisting the firm.

28.2. Purchaser/ Department reserve all rights to cancel the Eol/ contract in full or in part at any time even without assigning any specific reason.

29. Address for communication & Bank Account Details

29.1. Address for communication of the purchaser is as follows.

The Assistant General Manager (SPORTS),
Lakshadweep Office, Indira Gandhi Road,
Willington Island, Kochi-03.
Phone +919447047799, email: agmsportskochi@gmail.com

29.2. Participant shall submit his address for communication containing valid email address, mobile & WhatsApp number along with the Technical Eol.

29.3. Any communication to the participant / successful participant / registered supplier shall be made through post as well as email/ WhatsApp. Date of successful sending of email/ WhatsApp shall be reckoned as date of communication for purposes of this Eol.

29.4. Bank Account details of the Purchaser is as given below.

Name of the Account Holder (s)	SPORTS
Account Number	4315-214-0000-080
IFSC Code	CNRB0014315
Name of Bank & branch	Canara Bank, Willingdon Island, Kochi

29.5. Participant shall furnish his Bank Account details in the given format along with Technical Eol.


Managing Director (SPORTS)
Lakshadweep Tourism, Kavaratti

30. Appendix-A (Declaration on Blacklisting)

I/ We (Name & Address of the participant), do hereby declare and certify that I/ We have not been blacklisted/ debarred by any Central Government or any of the State/ UT Governments departments from participating in their tenders for supply of goods/ services.

Signature with Name & Address of the participant

31. Appendix-B (Declaration on adherence with EoI conditions)

I/ We (Name & Address of the participant), do hereby undertake that I/ We shall adhere with all the terms & conditions of this EoI document and I/ We do not propose any deviation from the terms & conditions of this EoI document in future.

Signature with Name & Address of the participant

32. Appendix-C (Address & details of the Participant)

Sl. No.	Particulars	Details
1)	Name & Address of the participant	
2)	Whether participant is an individual or registered Organization/ Agency	
3)	Aadhaar Number (if participant is individual) OR Registration Number (if participant is registered organization/ agency)	
4)	PAN/ TIN Number of the participant	
5)	GSTIN Number of the participant	
6)	Bank account number of the participant	
7)	Name of the Account Holder (s)	
8)	Name of Bank with Branch	
9)	IFSC Code	

Signature with Name & Address of the participant

33. Annexure-A (Pre-Qualification Criteria for Participants)

Sl. No.	PQ Criteria for Participants	Whether Attached (Yes/ No)	Page Nos.	Remarks
1)	Copy of valid Registration/ License for Transaction/ supply of goods indented in this Eol.			
2)	Copy of valid Goods & Service Tax Registration			
3)	Copy of valid PAN/ TIN Card of the participant			
4)	Copy of Audit Statement or Auditor's Certificate showing the financial transactions of the participant during last three financial years OR Copy of bank statement showing financial transactions of the participant for during last three financial years.			
5)	Self-declaration on not blacklisted/ debarred (as in Appendix -A)			
6)	Self-declaration on adherence with Eol conditions (as in Appendix -B)			
7)	Address & details of the participant (as in Appendix -C)			
8)	Copy of first page of Bank passbook or Bank Accounts Details of participant			
9)	Cost of Eol Form			
10)	EMD			

Signature with Name & Address of the Participant

34. Annexure-B (Financial Bid)

Month:

Sl. No.	Name of Goods	Unit	Qty	Brand	MRP	Rate quoted for unit	Total Amount (D x G)
A	B	C	D	E	F	G	H
1)	Bottled drinking water 1000 ml	Bottle					
2)	Bottled drinking water 500 ml	Bottle					
3)	Fruit juice (branded and packed) 100 ml	Bottle/ Pack					
4)	Fruit juice (branded and packed) 250 ml	Bottle/ Pack					
5)	Fruit juice (branded and packed) 500 ml	Bottle/ Pack					
6)	Fruit juice (branded and packed) 1000 ml	Bottle/ Pack					
7)	Milk products (Shakes and flavored milk – branded and packed) 100 ml	Bottle/					
8)	Milk products (Shakes and flavored milk – branded and packed) 250 ml	Pack					
9)	Milk products (Shakes and flavored milk – branded and packed) 500 ml	Bottle/					

Signature with Name & Address of the Registered Supplier

- Note: 1) Amount quoted should be inclusive of all taxes
2) Quantity shown is tentative and can increase or decrease
3) If more than one brand is offered, details should be given separately